

Gapman,
Seymour

ADMINISTRATIVE FILE

Hopman, Seymour J.
(Atty)

December 31, 1953

Roland B. Kool, Esquire
First National Bank Bldg., Downtown
Albuquerque, New Mexico

Dear Roland:

Seymour A. Gopman, who represents Teamster Locala in Florida, is interested in obtaining copies of the briefs filed in the Colony Materials, Inc., case, 130 NLRB 105, in which you represented Teamster Local No. 492. If you have copies available or can have copies made, I would appreciate it very much if you would have them sent, promptly, to Mr. Gopman. His address is: Suite 210, One Lincoln Road Building, Miami Beach 39, Florida. Please bill my office for any expense involved.

With best wishes for a Happy Holiday Season and a Happy New Year,

Sincerely,

Florian Bartosic
House Counsel

FB/mh
cc: Seymour A. Gopman

3/9

KANTENBAUM, MAMBER, GOPMAN & EPSTEIN
ATTORNEYS AT LAW

GEORGE KANTENBAUM
MILTON MAMBER
SEYMOUR A. GOPMAN
STANLEY EPSTEIN
NORMAN B. MILES

SUITE 210-ONE LINCOLN ROAD BUILDING
MIAMI BEACH 39, FLORIDA

TELEPHONE
JEFFERSON 2-5444

December 27, 1963

Florian J. Bartosic, Esquire
and
Jules Bernstein, Esquire,
International Brotherhood of Teamsters
25 Louisiana Ave., N.W.
Washington, 1, D.C.

Dear Bart and Jules:

I expect that when this letter reaches Washington that Bart will be away on vacation and that Jules will have the first opportunity to examine it. If this is the case and Jules is presently reading it, let me ask first how you are and I hope that your operation was a success and that your recovery is now complete.

I spoke to Bart about the case involving Local 290 here that I had filed with the Regional Director and which was dismissed. This was the case where an employer had a contract with Local 290 and had sold out to another employer who thereafter refused to recognize and bargain with Local 290 but did recognize and executed a contract with another local union. The Regional Director dismissed the charges on the ground that a substantial change in the operations and employment relationship had taken place.

In doing some of my research I ran across several cases involving Teamster Unions. One was Colony Materials, Inc., 130 NLRB 105 (1961). Roland B. Bool was the attorney and he represented Local 492. The case arose in New Mexico.

The next one was NLRB vs Alamo White Truck Service, Inc., 293 Fed 2d, 238, which denied enforcement of 122 NLRB 139. V. M. Cameron of Fort Worth represented the Union and he represented Local 657.

I would appreciate it very much if you could check to see if you have the Briefs on these cases, and if not, whether or not you can obtain them for me.

Regards,

[Handwritten signature]

SAG:BR

ADMINISTRATIVE FILE
Gopman, Seymour A.
X
X

September 21, 1960

Mr. Seymour A. Gopman
1 Lincoln Road, Suite #207
Miami Beach 39, Florida

Dear Mr. Gopman:

To further supplement my letter of yesterday, I am enclosing a subcontracting clause in the master agreement between the United Automobile Workers and General Motors Corporation.

Very truly yours,

Abraham Weiss
Economist

AW/lp
Encl.

C
O
P
Y



INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA-UAW

WALTER P. REUTHER.....PRESIDENT
EMIL HAZEY.....DEPUTY-TREASURER

RICHARD BOSSER.....VICE-PRESIDENT
NORMAN MATTHEWS.....VICE-PRESIDENT

LEONARD WOODCOCK.....VICE-PRESIDENT
PAT BREATHOUSE.....VICE-PRESIDENT

Solidarity House

8000 EAST JEFFERSON AVE.
DETROIT 14, MICHIGAN
PHONE LORAIN 8-4000

September 19, 1960

Mr. Abraham Weiss, Research Director
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington 1, D.C.

Dear Mr. Weiss:

In accordance with your recent request, we enclose the UAW
master agreement with General Motors Corporation. We call
your attention to the text of the letter from Mr. Gordon to
General Managers regarding sub-contracting, which can be
found at the back of the booklet, beginning on Page II.

Sincerely,

Leonard J. Klue

LK:ja
oeiu42aflicio
enc.

Leonard Klue, Contract-Wage Section
Research and Engineering Dept., UAW

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UAW
DETROIT

ADMINISTRATIVE FILE

Gopman, Seymour (Atty.)
X

September 19, 1960

Seymour A. Gopman, Esquire
One Lincoln Road Building
Miami Beach 39, Florida

Dear "Sy":

In reply to your letter of September 15, 1960, this will advise that Al Weiss is making every effort to obtain copies of the contract clauses you have requested. He will have them forwarded directly to you as soon as possible.

Congratulations on your sweet victory over the Board in your 10(1) case.

With best wishes and warm regards,

Sincerely,

Florian J. Bartosic
House Counsel

FJB:efl

Agreement

Between

GENERAL MOTORS
CORPORATION


and the
UAW

Dated

OCTOBER 2, 1958

Effective

October 31, 1958


PRINTED IN U.S.A.

INTRODUCTION

THE management of General Motors recognizes that it can not get along without labor any more than labor can get along without the management. Both are in the same business and the success of that business is vital to all concerned. This requires that both management and the employes work together to the end that the quality and cost of the product will prove increasingly satisfactory and attractive so that the business will be continuously successful.

General Motors holds that the basic interests of employers and employes are the same. However, at times employes and the management have different ideas on various matters affecting their relationship. The management of General Motors is convinced that there is no reason why these differences cannot be peacefully and satisfactorily adjusted by sincere and patient effort on both sides.

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AGREEMENT

Entered into this 2nd day of October, 1968, between General Motors Corporation, hereinafter referred to as the Corporation, and the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the AFL-CIO, hereinafter referred to as the Union, as representing the production and maintenance employees and the mechanical employees in engineering shops in certain of the Corporation's plants.

AGREEMENT

Entered into this 2nd day of
October, 1952, between General
Motors Corporation, hereinafter
referred to as the Corporation,
and the International Union,
United Automobile, Aircraft
and Agricultural Implement
Workers of America, affiliated
with the AFL-CIO, hereinafter
referred to as the Union, in
representing the production and
maintenance employees and the
mechanical employees in emp-
loying units in certain of the
Corporation's plants.

RECOGNITION

- (1) The Corporation recognizes the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the AFL-CIO, as the exclusive representative of the production and maintenance employees and mechanical employees in engineering department shops, except those listed in Paragraph (3) below, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment in the bargaining units in which they have been so certified, and in such other bargaining units as presently exist and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of the Labor Management Relations Act of 1947 and applicable orders of the National Labor Relations Board.
- (2) In case the UAW-AFL-CIO shall be certified as the bargaining representative for any additional bargaining units, or if recognition is extended without formal certification, the matter of including such unit under the terms of this Agreement shall be negotiated between the Personnel Staff of the Corporation and the International Officers of the Union; it being understood that plants producing cars, trucks, bodies or

automotive parts similar to the material now being produced by plants covered by this Agreement, shall be included after giving due consideration to any local wage classifications, rates, understandings or practices as may exist.

(2a) Separate agreements will be negotiated for bargaining units not falling into the above classifications.

(3) For the purposes of this Agreement the term "employee" shall include all production and maintenance employees and mechanical employees in engineering department shops in the bargaining units covered hereby, except employees of sales, accounting, personnel and industrial relations departments, superintendents and assistant superintendents, general foremen, foremen and assistant foremen, and all other persons working in a supervisory capacity including those having the right to hire or discharge and those whose duties include recommendations as to hiring or discharging (but not leaders), and those employees whose work is of a confidential nature, time study men, plant protection employees (but not to include maintenance patrolmen or fire patrolmen), all clerical employees, chief engineers and shift operating engineers in power plants, designing (drawing board), production, estimating and planning engineers, draftsmen and detailers, physicists, chemists, metallurgists,

artists, designer-artists and clay plaster modelers, timekeepers, technical school students, indentured apprentices, and those technical or professional employees who are receiving training, kitchen and cafeteria help.

**Union Security and Check-Off
of Union Membership Dues**

- (4) An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.
- (4a) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within 60 days after the thirtieth (30th) day following the effective date of this Agreement or within 60 days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of, this Agreement.
- (4b) Anything herein to the contrary notwithstanding, an employee shall not be

required to become a member of, or continue membership in, the Union, as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.

(4c) The Union shall accept into membership each employe covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

(4d) The Local Union will furnish Local Management, within fifteen (15) days from the effective date of this Agreement, the names of all members paying dues direct to the Local Union.

(4e) Any dispute arising as to the employe's membership in the Union shall be reviewed by a representative of local Management and the Chairman of the local Shop Committee and/or the Financial Secretary, and if not resolved, may be decided by the Impartial Umpire.

(4f) "Member of the Union" as used in paragraphs (4) and (4a) above means any employe who is a member of the Union and is not more than sixty (60) days in arrears in the payment of membership dues.

(4g) Initiation fees for membership in the Union shall not exceed the minimum prescribed by the Constitution of the International Union at the time the employee becomes a member.

(4h) During the life of this Agreement, the Corporation agrees to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form; provided, however, that the Corporation will continue to deduct monthly membership dues from the pay of each employee for whom it has on file an unrevoked "Authorization for Check-Off of Dues" form.

"No. _____"

AUTHORIZATION FOR CHECK-OFF OF DUES

"To: General Motors Corporation _____"

Date _____

"I hereby assign to Local Union No. _____ International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, (UAW-CIO) from any wages earned or to be earned by me as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said local union in accordance with the Constitution of the International Union, UAW-CIO, but not less than \$2.50 monthly. I authorize and direct you to deduct such amounts from my pay and to remit same to the

Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

"This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

"This authorization is made pursuant to the provisions of Section 202(c) of the Labor Management Relations Act of 1947 and otherwise.

Signature of Employee here

(Address of Employee)

Type or print name of Employee here

(City)

(State)

(Date of signing)

(Employee's Clock No.)

(Date of Delivery to Employer)

- (4i) Deductions shall be made only in accordance with the provisions of said Authorizations for Check-Off of Dues, together with the provisions of this Section of the Agreement.
- (4j) A properly executed copy of such Authorization for Check-Off of Dues form for each employe for whom Union membership dues are to be deducted hereunder, shall be delivered to the Local Management before any payroll deductions are made, except as to employes whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Local Union by the Local Management.
- (4k) Check-off deductions under all properly executed Authorizations for Check-Off of Dues forms which have been delivered to the respective Local Managements on or before the effective date of this Agreement, shall begin with the month of October, 1958.
- (4l) Thereafter, the Local Union may deliver to Local Management each week any executed Authorization for Check Off of Dues forms under which Union membership dues are to be deducted. Deductions shall be made, pursuant to those

forms received on or before each Tuesday, from the second next pay received by the employe providing the Authorization for Check-Off of Dues form is then effective. If the Authorization for Check-Off of Dues form is not then effective, the deduction shall be made from the first pay received following the effective date of the Authorization for Check-Off of Dues form. Thereafter, the Union membership dues for each succeeding calendar month shall be deducted from the employe's first pay received in that month in which the employe has sufficient net earnings to cover the Union membership dues. In the event that membership dues, other than those for the calendar month in which the deduction is made, and initiation fees, have become due and owing by an employe subsequent to the effective date of said employe's Authorization for Check-Off of Dues form, but prior to the first deduction by the Corporation thereunder, such membership dues and initiation fees will be deducted by the Corporation at the time it makes the first deduction for membership dues. The Local Union will notify Local Management in writing, when it makes delivery of Authorization for Check-Off of Dues forms, of the amounts owing by employes who executed these forms.

(4m) In the case of employes rehired, or returning to work after layoff or leave of absence, or being transferred back into

the bargaining unit, who previously have properly executed Authorization for Check-Off of Dues forms, deductions will be made for membership dues as provided herein.

(4n) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

(4o) Dues deductions shall be remitted to the designated financial officer of the Local Union once each month within 15 days after the first regular pay day in the month. Any deductions made from subsequent payrolls in that month shall be included with the remittance for the following month. Local Management shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom deductions have been made and the amounts of such deductions.

(4p) Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and a representative of Local Management. Should this review not dispose of the matter, the dispute may be referred to

the Umpire, whose decision shall be final and binding on the employee, the Union and the Corporation. Until the matter is disposed of no further deductions shall be made.

(4q) The Corporation shall not be liable to the International Union or its locals by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

(5) The purpose of this Agreement is to provide orderly collective bargaining relations between the Corporation and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Corporation's business.

(6) The Corporation will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.

(7) The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to his right to work or in respect to Union activity or membership, and further

that there shall be no solicitation of employees for Union membership or dues on Company time. The Union further agrees that the Corporation shall take disciplinary action for any violations of this provision.

- (8) The right to hire; promote; discharge or discipline for cause; and to maintain discipline and efficiency of employees, is the sole responsibility of the Corporation except that Union members shall not be discriminated against as such. In addition, the products to be manufactured, the location of plants, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Corporation.

REPRESENTATION

- (9) The Union shall be represented in each bargaining unit as follows:

In the ratio of not to exceed one district committeeman for each two hundred and fifty employees covered by this Agreement except that in plants of five hundred or less employees there may be three committeemen; in plants of five hundred to one thousand employees there may be five committeemen; in plants of one thousand to fifteen hundred there may be seven committeemen. Any deviation from these rules

to cover special conditions in any plant will be negotiated between the Corporation and the International Officers of the Union.

District Committeemen

- (10) Each bargaining unit will be districted by agreement between the local Plant Management and the Shop Committee so that insofar as practicable each district on each shift shall contain approximately two hundred and fifty employees. Each committeeman shall have a definitely defined district. The members of the Union in each such district shall select a committeeman who is working in that district to represent the employees in that district. An alternate district committeeman in each district, whose duties shall be the same as those of the regular district committeeman for that district while he is absent from the plant, may be selected by the members of the Union. Plants shall be re-districted not more frequently than at six-month intervals, upon request of either the Plant Management or Shop Committee.

Shop Committees

- (11) The Shop Committees in the plants covered hereby shall be as follows, except in plants up to 1500 employees the Union has the option of selecting plan A or plan B:

Employment In Plant		Number Districts In Plant	Shop Committee Consists of		
			District Com- mittee- men	Shop Com- mittee- men at Large	Total Shop Com- mittee- men
Up to 500	Plan A	3	3	0	3
	Plan B	2	2	1	3
500 to 1000	Plan A	5	5	0	5
	Plan B	4	4	1	5
1000 to 1500	Plan A	7	7	0	7
	Plan B	6	6	1	7
1500 to 2500		6 to 10	5	2	7
2500 to 3500		10 to 14	4	3	7
3500 to 5000		14 to 20	3	4	7
5000 to 9250		20 to 37	0	7	7
9251 to 11,750		38 to 47	0	9	9
11,751 and up		48 & over	0	11	11

(12) In plants in which one or more members of the Shop Committee is elected at large, one of such members shall be the Chairman of the Shop Committee.

(13) Each member of the Shop Committee elected at large shall have a definitely defined zone as may be agreed upon between the Shop Committee and the Plant Management. Where the Chairman of the Shop Committee is elected at large, the entire plant shall constitute his zone. In the event a committeeman is requested in a district at a time when both the district committeeman and his alternate are absent from the plant, the zone committeeman for the zone in which such district is located will be called to handle the complaint. In the event the zone committeeman is also absent from the plant, the Chairman of the Shop Committee will be called.

- (14) In the larger plants, by agreement between the Plant Management and Shop Committee, a sub-committee made up of not less than two nor more than six of the district committeemen in a subdivision of the plant may be formed to meet with the representatives of Management in charge of such plant subdivision. A member of the Shop Committee for that zone may participate in such meeting. Grievances not settled by them may be referred to the Shop Committee as a whole for appeal to highest local Plant Management.

Meetings of Shop Committees

- (15) Each plant shall have a regularly scheduled meeting between representatives of the Local Management and the Shop Committee weekly, unless otherwise agreed between the Local Management and the Shop Committee to extend the time between meetings, at a time to be mutually agreed upon between the Committee and the Local Management. Emergency meetings will be arranged by mutual agreement.

Committeemen

- (16) Committeemen will be permitted to leave their work after reporting to their respective foreman and recording their time according to local practice, for the purpose of adjusting grievances in accordance with the Grievance Procedure and for reporting to the grievant.

a change in the status of his grievance. A committeeman will be permitted to leave his work during his regular working hours on his shift when he presents a written grievance to his foreman signed by an employe in his district who made the complaint, in accordance with the following chart:

Purpose	District Com- mittee- men	Members of Shop Committee		
		Who are also District Com- mittee- men	Who are not District Com- mittee- men	Chairmen of Shop Commit- tee who are chosen as large
Handle Grievances as provided in Par (29) of Grievance Procedure	In their respective districts	In their respective districts	None	None
Handle Appealed Grievances with higher supervision as provided in Par (30) of Grievance Procedure	According to agreed local practice			
Investigate Grievances Appealed to Shop Committee as provided in Par (31) of Grievance Procedure	None	In any district	In any district	In any district
Meetings with Management	None	On meeting days		

*As a general rule, such committeemen will not be assigned to investigate appealed grievances in zones other than their own.

(17) No one shall be eligible to serve as a committeeman unless he is an employe and until his name has been placed on the seniority list and he is working in the plant.

(18) Committeemen shall work at their regu-

lar work during the first hour of their respective shifts and shall report to their respective foremen immediately after lunch, unless otherwise agreed to by the Plant Management. The method of reporting to the foremen after lunch is a matter for local agreement. Committeemen shall enter and remain in the plant only on their respective shifts unless otherwise agreed to by the Plant Management.

(19) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Management.

(19a) The total amount of time which may be used in any week by committeemen for the purpose of adjusting grievances and meeting with Management shall not exceed the following:

	Hours		
	Monday Through Friday	Saturday	Sunday
District Committeemen	15	3	3
Shop Committeemen— Plants of 1500 Employees or less	30	6	6
Shop Committeemen— Plants of over 1500 Employees	30	6	6
Shop Committeemen— Plants of over 5000 Employees	30	7	7

(19b) This total time for Monday through Friday will constitute a reservoir for the district or zone, as the case may be, and will be available at the start of the week to be drawn upon during the first

five days of the week. The time allowed for Saturday or Sunday will be available for each respective day.

(19c) When a committeeman is replaced by his alternate or if there is a new committeeman elected, or if the Union designates a temporary substitute for a Shop Committeeman, the reservoir of available hours will be the same as though there had been no change in the committee personnel.

(19d) The Chairmen of Shop Committees may leave their work as provided for herein at any time on their regular shifts.

(19e) The privilege of committeemen to leave their work during working hours without loss of pay is extended, with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused and that the committeemen will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances as provided herein.

(20) Upon entering a department other than his own in the fulfillment of his duties, the committeeman shall notify the foreman of that department of his presence and purpose if he has been sent for or give the foreman a copy of the written complaint providing he has not already received one.

Employment of Committeemen

(21) For the purposes of representation in handling grievances as provided herein, committeemen will be offered work, regardless of seniority, on jobs that are operating which they can do and shall be paid their regular rate of pay for

	District Committeemen	Alternate Committeemen
Regular hours of their jobs	All	All
Overtime of their respective jobs	All	All
When their regular jobs are not working but there are 10 or more employees covered by this Agreement working in their districts or zones on work they can do on their respective shifts, including Saturday, Sunday and holiday overtime	On another job in their respective districts they can do that is operating (C)	On another job in their respective districts they can do if the committeeman cannot do a job that is operating, or the district committeeman is absent (A) (C)
Part-time operations, excluding Saturday, Sunday and holiday overtime, when there is no work in their districts or zones on their shifts they can do	None	None
When their districts or zones are shut down for model change, inventory, or plant rearrangement	As long as there are any employees that they represent, working in their respective districts (C)	

(A) If the district committeeman has been advised to work and fails to inform the Management that he will not be at work, there is no responsibility on the Management to call the alternate committeeman.

(B) This will not require the transfer of such committeemen between buildings where such practice

such work. When committeemen are employed during other than the regular hours of their jobs as provided herein, the committeeman shall handle only current grievances arising during the period of such hours.

Members of Shop Committee

Who are also District Committeemen	Who are not District Committeemen	Chairmen of Shop Committees who are Chosen at Large
All	All	All
All	All	All
On another job in their respective districts (or their group of districts) they can do that is operating (C)	On another job in their respective zones they can do that is operating (C)	On another job he can do that is operating, when 10 or more employees covered by this Agreement are working in the plant (C)

In other districts on work they can do anywhere else in the plant on their shifts (B) (C)

In other districts on work they can do anywhere else in the plant on their regular or another shift (B) (C)

does not currently prevail, except by local agreement. When members of the Shop Committee are temporarily transferred out of their districts, or to another shift, they will not function as District committeemen.

(C) Except on continuous seven-day operations or operations manned by rotating or alternating shifts.

(21a) The above provisions do not require that the Committeeman be called earlier than the regular starting time of his job because some employes in his district start work earlier than his starting time or give overtime when some employes in his district start and quit later than his job.

(21b) Any problem arising under or not covered by the above provisions, including representation for shifts comprising fewer than 250 employes, shall be subject to local negotiations with the Plant Management, with the right of appeal under the Grievance Procedure.

Job Status of Committeemen

(Shop, District and Alternate)

During Periods of Reduced Employment

(21c) When there is a reduction in force the committeemen and alternate committeemen will be retained at work regardless of seniority in their regular occupational group on their own jobs or if their jobs are not operating they will be placed on other jobs that are operating in their respective districts if they can do the work.

(21d) If after complying with all of the terms of this Agreement either or both the committeeman or the alternate committeeman are laid off, they will be the first to be recalled in their regular group when work starts in that group

on their own jobs or on other jobs in their district that they can do.

Job Status—Local Union Officials

(21e) The President, one Vice-President, the Financial Secretary, the Treasurer, if any, three Trustees, and the Recording Secretary of the Local Union shall, at the point where they would be subject to layoff from the plant in a reduction in force, be retained at work in the plant regardless of their seniority, provided they can do a job that is operating. This will not apply in cases of temporary layoffs for model change, inventory, material shortages, machine breakdown, etc.

(22) Committeemen shall be paid by the Corporation for the time spent as provided in Paragraph (19) at their regular earned rate.

(23) While on leave of absence, no employee shall serve as a committeeman.

(24) Committeemen shall be governed by the local plant rules regarding employees entering and leaving the plant. However, members of the Shop Committee and local Union Presidents may leave the plant on Union business when arrangements are made as far in advance as possible with the Plant Management by the President of the Local Union, Chairman of the Shop Committee or International Representative.

(25) The names of the committeemen and alternate committeemen in each district and the names of the committeemen constituting the Shop Committee shall be given in writing to the Local Management. No committeeman shall function as such until the Local Management has been advised of his selection, in writing, by the officers of the Local Union, Chairman of the Shop Committee, or an International Officer. Any changes in committeemen shall be reported to the Local Management in writing as far in advance as possible.

(26) International Executive Officers of the Union, or their representatives, duly authorized to represent the International Union at Shop Committee meetings, or the President of the Local Union if not employed in the plant, will be permitted to attend meetings between the Shop Committee and the Management of any plant. Where the President of the Local Union works in the plant and is not a Shop Committeeman, he may attend Shop Committee meetings in that plant and he will be paid his regular rate for time spent in such meetings for the hours he would otherwise have worked in the plant. The Plant Manager or his designated representative shall not be requested to meet with more than two such representatives, whose names must have been submitted previously to the Corporation and who must be prepared to show

proper credentials. Written request will be given to Plant Management at least twenty-four (24) hours before each meeting in all cases covered by this paragraph.

- (27) Any committeeman having an individual grievance in connection with his own work may ask for a member of the Shop Committee to assist him in adjusting the grievance with the foreman.

GRIEVANCE PROCEDURE

Step One. Presentation of Grievance to Foreman

- (28) Any employe having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the foreman who will attempt to adjust it.
- (29) Any employe may request the foreman to call the committeeman for that district to handle a specified grievance with the foreman. The foreman will send for the committeeman without undue delay and without further discussion of the grievance.
- (30) If the grievance is not adjusted by the foreman, it shall be reduced to writing on forms provided by the Corporation, and signed by the employe involved and one copy shall be given to the foreman. The committeeman may then take the

grievance up with higher supervision with or without another committeeman, according to the agreed local practice.

Step Two. Appeal to Shop Committee

- (31) If the case is not adjusted at this step, it may be referred to the Shop Committee (or sub-committee where established).
- (32) In plants in which sub-committees are established, cases not adjusted by the sub-committee and the representative of Management may be appealed to the Shop Committee as a whole to be taken up with the highest Local Management.
- (33) After a written grievance signed by the employee making the complaint has been appealed to the Shop Committee by a committeeman, the Chairman of the Shop Committee may designate one of its members to make a further investigation of the grievance in order to discuss the grievance properly when it is taken up by the Shop Committee at a meeting with the Management.
- (34) A final decision on appealed grievances will be given by a representative of the highest Local Management within a maximum of fifteen working days from the date of first written filing thereof unless a different time limit is established by local agreement in writing. Any grievance not appealed from a decision at one step of this procedure in the plant to the next step within five

working days of such decision, shall be considered settled on the basis of the last decision and not subject to further appeal. However, in plants where there are less than twenty-five hundred employees, the Shop Committee may, upon notifying the Plant Management in writing, substitute a ten (10) day period for the fifteen (15) day period and a three (3) day period for the five (5) day period. Provided further, however, that within the applicable time limits of this Paragraph a grievance may be withdrawn by mutual agreement without prejudice to either party.

(35) Written answers will be given by the Management to all written grievances presented by the Shop Committee.

(36) The question of supplying minutes of the Shop Committee meetings with the Management to the Shop Committee and the form of such minutes is a matter to be negotiated with the Management of each plant by the Committee involved. In the interest of expediting orderly procedure, it is desirable for the Chairman of the Shop Committee to furnish Management with an agenda of the matters, including a listing of grievances the Union desires to discuss at the meeting. The agenda if submitted should be furnished as far in advance of the meeting as possible. Such an agenda would not preclude discussion of other

pertinent subjects. The minutes of Shop Committee meetings will be furnished to the Chairman of the Shop Committee within six (6) calendar days from the date of the meeting.

Such minutes should include:

- (1) Date of meeting.
- (2) Names of those present.
- (3) Statement of each grievance taken up and discussed, also, in summary fashion, of the Union's contention in the event of failure to adjust.
- (4) Management's written answer on each grievance, with reason for same if answer is adverse.
- (5) "Highlights" of the meeting, these including specific questions asked by the Committee on policy matters and any answers to such questions given by Management.
- (6) Date of approval, and signatures as agreed upon locally.

The above provisions shall not interfere with any mutually satisfactory local practice now in effect.

Step Three. Appeal to Corporation and International Union

- (37) If the grievance is not adjusted at this step and the Shop Committee believes it has grounds for appeal from the

Plant Management decision, the Chairman of the Shop Committee will give the Plant Management a written "Notice of Unadjusted Grievance," on forms supplied by the Corporation, and the Chairman or designated member of the Shop Committee will then prepare a complete "Statement of Unadjusted Grievance" setting forth all facts and circumstances surrounding the grievance, signed by the Chairman of the Shop Committee. The Plant Manager or his designated representative will also prepare a complete "Statement of Unadjusted Grievance" and the Management's reasons in support of the position taken, signed by the Plant Manager or his authorized representative. Three copies of the Union's statement will be exchanged with the Management for three copies of the Management's statement as soon as possible and in any event within five (5) working days after the Committee has given the Management the "Notice of Unadjusted Grievance," unless this time is extended by mutual agreement in writing, in which event the thirty days for appeal by the Regional Director as provided in Paragraph 39 shall be automatically extended by the same number of days as the amount of extended time for exchanging Statements of Unadjusted Grievance. Each Shop Committee shall consecutively number each "Statement of Unadjusted

Grievance" from one upward for identification purposes.

(38) The Chairman of the Shop Committee shall then forward copies of the "Statements of Unadjusted Grievance," to the Regional Director of the International Union. The Regional Director will review the case and determine if an appeal shall be made. The Regional Director or a specified representative and the Director of the General Motors Department of the International Union or a specified member of his staff will be granted permission to visit the plant for the purpose of investigating the specific grievance involved in "Statements of Unadjusted Grievance," providing such a grievance is of the nature that observation or investigation will aid in:

- (1) Arriving at a decision as to whether or not a grievance exists;
- (2) Arriving at a decision as to whether or not such grievance shall be appealed;
- (3) The purpose of its proper presentation in the event of appeal.

Such visits will occur only after the following procedure has been complied with:

- (a) The names of the individuals who will be permitted to enter the plant

must be submitted in writing to Local Management previous to the date such entry is requested. Such names will be submitted to the Corporation by the General Motors Department of the International Union.

(b) The Regional Director shall give notice in writing to Plant Management of the request for entry and will identify the representative whom he wishes to make the visit and the specific grievance to be investigated. In the case of the Director of General Motors Department or a specified member of his staff, notice may be given either verbally or in writing.

(c) Plant Management will acknowledge receipt of the request and set a time during regular working hours which is mutually agreeable for such visit.

(d) A member of the Shop Committee or a district committeeman may accompany the Union representative during such visit should he request their presence. Management representatives may accompany the Union representatives during such visit.

(e) Only one such visit on a specified grievance shall be made by the

Regional Director or his specified representative unless otherwise mutually agreed to.

- (f) Such visits shall be restricted to the time mutually agreed upon in Point (c) above and shall be of reasonable duration and shall be subject to all plant rules and regulations which apply to employees and all regulations made by the United States Army, Navy and Federal Bureau of Investigation.

It is mutually agreed that the purpose of this provision is solely to facilitate the operation of the grievance procedure; and that the Union representative shall confine his visit to its stated purpose. If it is necessary the Union representative may interview the employee or employees signing the grievance and employees in the bargaining unit who have information relevant to the case.

Any dispute developing out of the application of these provisions may be finally determined by the Umpire.

If the Regional Director shall decide to appeal the case, he shall give notice on the form "Notice of Appeal" supplied by the Corporation, sending one copy each to the local Plant Management and the Chairman of the Shop Committee. Such "Notice of Appeal" will carry the same case number as the "Statement of Un-

adjusted Grievance." Any case not appealed within thirty days, or within thirty days plus any agreed upon extension of time for exchanging Statements of Unadjusted Grievance as provided in Paragraph 37, of the date of the written decision by the local Plant Management to the Shop Committee, shall be finally and automatically closed on the basis of that decision and shall not be subject to further appeal. No case shall be reopened unless the Regional Director shall submit new evidence to the Plant Management and it is mutually agreed by them that such case should be reopened. The case shall then date from the date it is reopened.

(39) The case will then be considered by an Appeal Committee consisting of four members as follows: For the Union, the Regional Director or one specified representative of the Regional Director who is permanently assigned to handle all cases arising under this Agreement, in all plants in his region, and the Chairman or another designated member of the Shop Committee of the plant involved; and two representatives of Local or Divisional Management, one of whom has not previously rendered a decision in the case. No person shall act as a representative of a Regional Director in meetings of the Appeal Committee unless his name has been given to the Corporation in writing by the International Union. A representative of the

International Office of the Union and/or a representative of the Personnel Staff of the Corporation may also attend such meetings at any time. Upon the written request of the Chairman of the Shop Committee and the Regional Director, or his specified representative, to the Plant Management, twenty-four (24) hours in advance of the meeting, a member of the Shop Committee (or the district committeeman, in lieu of such Shop Committeeman, who has previously handled such case) will be permitted to participate in the appeal meeting on such case. Whenever the Union requests the presence of a third representative at the appeal hearing, Management may also select a third representative who has previously handled the case, to participate in the appeal meeting on such case.

(40) Attendance of committeemen at the meetings of the Appeal Committee shall be considered as absence from the Plant under Paragraph 19 of the Agreement. Such committeemen will be paid their regular rate of pay for time spent in such meetings of the Appeal Committee for the hours that they would otherwise have worked in the Plant.

(41) Meetings of the Appeal Committee shall be held not more frequently than once each two weeks for each bargaining unit, unless mutually agreed otherwise. In event no meetings of the Appeal Com-

mittee have been held for more than two weeks, meetings will be arranged within seven days after "Notice of Appeal" has been received.

- (42) If an adjustment of the case is not reached at this meeting, the Management will furnish a copy of its decision in writing and a copy of the minutes of the meeting, to the Chairman of the Shop Committee and the Regional Director within five working days after the meeting, unless this period is extended by mutual agreement in writing.

Step Four. Appeal to Impartial Umpire

- (43) In the event of failure to adjust the case at this point, it may be appealed to the impartial Umpire, providing it is the type of case on which the Umpire is authorized to rule. Notice of appeal of such cases to the Umpire by the Union shall be given by the Regional Director to the Plant Management of the plant in which the case arose, with copies to the Personnel Staff of the Corporation in Detroit and to the International Union Office at Detroit; in cases appealed to the Umpire by the Corporation, notice of such appeal will be given by the Corporation to the International Union Office in Detroit. Cases not appealed to the Umpire within twenty-one days from the date of a final decision given after review in an Appeal Committee meeting shall be considered settled on

the basis of the decisions so given; provided, however, that within the twenty-one (21) day time limit of this paragraph a case may be withdrawn by mutual agreement without prejudice to either party. After a case has been appealed to the Umpire by either the Union or the Corporation, the briefs of both parties shall be filed with the Umpire within twenty-one days from the date of receipt of "Notice of Appeal."

(43a) After a case has been appealed to the Umpire but prior to the Umpire hearing of the case, the Director of the General Motors Department of the International Union or a specified member of his staff will be granted permission to visit the plant for the purpose of investigating the specific grievance in accordance with all of the provisions of Paragraph 38 regarding plant visits.

(43b) Any case appealed to the Umpire involving a continuing refusal of Management to return an employee to work from sick leave of absence which has continued for twenty-six (26) weeks or longer, by reason of the medical findings of a physician or physicians acting for the Corporation, will be reviewed between the Corporation and the International Union, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which he is entitled in line with his seniority.

Failing to resolve the question, the parties may by mutual agreement, refer the employe to a clinic or physician mutually agreed upon whose decision with respect to whether the employe is or is not able to do a job to which he is entitled in line with his seniority shall be final and binding upon the Union, the employe involved and the Corporation. The expense of such examination shall be paid one-half by the Corporation and one-half by the Union. Any retroactive pay due the employe shall be limited to a period commencing with the date of filing of the grievance, or the date the employe became able to do a job to which he is entitled in line with his seniority whichever is the later.

(44) The impartial Umpire shall have only the functions set forth herein and shall serve for one year from date of appointment provided he continues to be acceptable to both parties. The fees and expenses of the Umpire will be paid one-half by the Corporation and one-half by the Union and all other expenses shall be borne by the party incurring them. The office of the Umpire shall be located in Detroit.

(45) All cases shall be presented to the Umpire in the form of a written brief prepared by each party, setting forth the facts and its position and the arguments in support thereof. The Umpire may make such investigation as he may

deem proper and may at his option hold a public hearing and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings.

Powers of the Umpire

- (46) It shall be the function of the Umpire, after due investigation and within thirty days after submission of the case to him, to make a decision in all claims of discrimination for Union activity or membership and in all cases of alleged violation of the terms of the following sections of this Agreement, and written local or national supplementary agreements on these same subjects: Recognition; Representation; Grievance Procedure; Seniority; Disciplinary Layoffs and Discharges; Call-In Pay; Working hours; Leaves of Absence; Union Bulletin Boards; Strikes, Stoppages and lock-outs; Wages, except paragraph (97); General Provisions; Apprentices—Represented; Skilled Trades; Vacation Pay Allowances; Holiday Pay; Paragraph (79) relative to procedures on Production Standards; Paragraphs (95) and (96) relative to employment of laid off General Motors employees; and of any alleged violations of written local or national wage agreements. The Umpire shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreements made

supplementary hereto; nor to establish or change any wage; nor to rule on any dispute arising under Paragraph (78) regarding Production Standards. The Umpire shall have no power to rule on any issue or dispute arising under the Pension Plan, Insurance Program and Supplemental Unemployment Benefit Plan Section or The Waiver Section. Any case appealed to the Umpire on which he has no power to rule shall be referred back to the parties without decision.

(47) The Corporation delegates to the Umpire full discretion in cases of discipline for violation of shop rules, or discipline for violation of the Strikes, Stoppages and Lock-outs Section of the Agreement.

(48) Any claims including claims for back wages by an employee covered by this Agreement, or by the Union, against the Corporation shall not be valid for a period prior to the date the grievance was first filed in writing, except that:

- (1) in cases based on a violation which is non-continuing, such claims shall be valid for a period of not more than seven days prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that he, or the Union, had grounds for such a claim

in which case the claim was first filed in writing, the claim was first filed in cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period thirty days prior to the date the claim was first filed in writing.

(48a) Deductions from an employee's wages to recover over-payments made in error will not be made unless the employee is notified prior to the end of the month following the month in which the check (or payroll order) in question was delivered to the employee.

(49) In claims arising out of the failure of the Corporation to give the employee work to which he was entitled, the Corporation, before his next permanent reduction in force layoff and within three months from the answer given by Management at the Third Step, shall give him extra work for a number of hours equal to the number of hours that he had lost prior to the written filing of his claim, and this work shall be paid for at the hourly rate he would have received had he

worked, or if paid for at a less rate, the Corporation will make up the difference in cash. By extra work is meant work to which no other employe is entitled. Failing to give the employe work within three months, the Corporation will pay the back wages.

(50) All claims for back wages shall be limited to the amount of wages the employe would otherwise have earned from his employment with the Corporation during the periods as above defined, less the following:

1. Any Unemployment Compensation which the employe is not obligated to repay or which he is obligated to repay but has not repaid nor authorized the Corporation to repay on his behalf.
2. Compensation for personal services other than the amount of compensation he was receiving from any other employment which he had at the time he last worked for the Corporation and which he would have continued to receive had he continued to work for the Corporation during the period covered by the claim.

Wages for total hours worked each week in other employment in excess of the total number of hours the employe would have worked for the Corporation

during each corresponding week of the period covered by the claim, shall not be deducted.

(51) No decision of the Umpire or of the Management in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each such specific claim.

(52) After a case on which the Umpire is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

(53) There shall be no appeal from the Umpire's decision, which will be final and binding on the Union and its members, the employe or employes involved and the Corporation. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from a decision of the Umpire.

(54) Any grievances which the Corporation may have against the Union in any plant, shall be presented by the Plant Management involved to the Shop Committee of that plant. In the event that the matter is not satisfactorily adjusted within two weeks after such presentation, it may be appealed to the third step of the Grievance Procedure upon written notice to the Local Union and

the Regional Director of the Union. Thereafter the matter will be considered at the third step of the Procedure as provided in Paragraph (39). If the matter is not satisfactorily settled at this meeting or within five days thereafter by agreement, the case may be appealed to the Umpire by the Corporation upon written notice to the International Union at Detroit and to the Umpire.

- (55) Any issue involving the interpretation and/or the application of any term of this Agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may then be appealed directly to the Umpire as provided in Paragraph (43).

SENIORITY

Acquiring Seniority

- (56) Employees shall be regarded as temporary employees until their names have been placed on the seniority list. There shall be no responsibility for the reemployment of temporary employees if they are laid off or discharged during this period. However, any claim by a temporary employee made after 30 days of employment that his layoff or discharge is not for cause may be taken up as a grievance. Such claims must be stated

in detail in writing at the time of the filing of the grievance and must be handled in accordance with the provisions of Paragraph 77.

(57) Employees may acquire seniority by working ninety days during a period of six continuous months in which event the employee's seniority will date back ninety days from the date seniority is acquired. (See Appendix D.)

(58) When an employee acquires seniority, his name shall be placed on the seniority list for his occupational group in the order of his seniority.

(59) Seniority shall be by non-interchangeable occupational groups within departments, group of departments or plant-wide, as may be negotiated locally in each plant and reduced to writing. It is mutually recognized by the parties that written local seniority agreements are necessary. All local seniority agreements and modifications or supplements thereto shall be reduced to writing and be subject to the approval of the Corporation and the International Union.

When changes in methods, products or policies would otherwise require the permanent laying off of employees, the seniority of the displaced employees shall become plant-wide and they shall be transferred out of the group in line

with their seniority to work they are capable of doing, as comparable to the work they have been doing as may be available, at the rate for the job to which they have been transferred.

Seniority Lists

(60) Up-to-date seniority lists shall be made available to all employees for their inspection within the plant either by posting where practical or by a satisfactory equivalent method. The method of displaying seniority lists is a matter for local negotiation.

(60a) The seniority list shall contain each employee's name, occupational group, plant seniority date, and, if different than the employee's plant seniority date, his skilled trades date of entry or his skilled trades seniority date. This will not require a change in any mutually satisfactory local practice now in effect.

(61) Each six (6) months the Chairman of the Shop Committee shall be given two up-to-date copies of the complete seniority list of the plant containing each employee's name, department number, occupational group or classification, plant seniority date, and, if different than the employee's plant seniority date, his skilled trades date of entry or his skilled trades seniority date. This will not require a change in any mutually satisfactory local practice now in effect.

(61a) Following the end of each month the Chairman of the Shop Committee shall be furnished two copies of the list of names, department number and seniority dates of employees who during the preceding month have:

- (a) Acquired seniority
- (b) Lost seniority
- (c) Been granted leaves of absence for military service
- (d) Been granted other types of leave of absence of more than thirty (30) days' duration
- (e) Been transferred in or out of the bargaining unit
- (f) Returned to work from permanent lay-off during preceding month
- (g) Returned to work from leaves of absence described in (c) and (d) above
- (h) Had their employment terminated while in a temporary employe status if on check-off.

Local Management will designate on the list those employes who ceased to be subject to the check-off and the reason therefor. The list shall also include a notation of the seniority date of the employe with the longest seniority who is laid off or the "leveling off" date.

Transfers

(62) When an employee is transferred from one occupational group to another for any reason, there shall be no loss of seniority. However, in cases of transfers not exceeding sixty (60) days, an employee will retain his seniority in the occupational group from which he was transferred and not in the new occupational group, unless a longer period is specified for any plant or particular occupational group or groups by written local agreement.

(63) The transferring of employees is the sole responsibility of Management subject to the following:

(a) In the advancement of employees to higher paid jobs when ability, merit and capacity are equal, employees with the longest seniority will be given preference.

(b) It is the policy of Management to cooperate in every practical way with employees who desire transfers to new positions or vacancies in their department. Accordingly, such employees who make application to their foreman or the Personnel Department stating their desires, qualifications and experience, will be given preference for openings in their department provided they are capable of doing the job. However, employees who have

made application as provided for above and who are capable of doing the job available shall be given preference for the openings in their department over new hires. In case the opening is in an equal or lower rated classification and there is more than one applicant capable of doing the job, the applicant with the longest seniority will be given preference. Any secondary job openings resulting from filling jobs pursuant to this provision may be filled through promotion; or through transfer without regard to seniority standing, or by new hire.

Any claim of personal prejudice or any claim of discrimination for Union activity in connection with transfers may be taken up as a grievance. Such claims must be supported by written evidence submitted within 48 hours from the time the grievance is filed.

In plants where departments are too small or in other cases where the number of job classifications within a department is insufficient to permit the practical application of this paragraph, arrangements whereby employees may make such application for transfer out of their department may be negotiated locally, subject to approval by the Corporation and the International Union.

Loss of Seniority

(6) Seniority shall be broken for the following reasons:

(a) If the employee quits.

(b) If the employee is discharged.

(c) If the employee is absent for three working days without properly notifying the Management, unless a satisfactory reason is given. After the unreported absence of three working days, Management will send written notification to the employee's last known address as shown on the Company records, that his seniority has been broken and that it can be reinstated if, within three specified working days thereafter, he reports for work or properly notifies Management of his absence. If the employee complies with the conditions set forth in the notification, his seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to his case of the Step Rule regarding absence without reasonable cause.

(d) If the employee fails to return to work within three working days after being notified to report for

work, and does not give a satisfactory reason.

- (e) If he is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff period.

- (f) Retirement as follows:

- (1) An employee who retires, or who is retired under the terms of the Pension Plan, shall cease to be an employee and shall have his seniority canceled.

- (2) An employee who has been retired on a total and permanent disability pension and who thereby has broken his seniority in accordance with subsection (1) above, but who recovers and is subsequently reemployed shall have his seniority reinstated as though he had been continued on a sick leave of absence during the period of his disability retirement.

- (3) If an employee retired for reasons other than total and permanent disability, who has lost seniority in accordance with subsection (1) above, is rehired such employee will have the status of a new employee and without seniority, and he shall not acquire or accumulate any seniority thereafter, except for

the purpose of applying the provisions governing Holiday Pay and Vacation Pay.

(g) Age:

(1) Management may terminate the employment of any employee upon or after the first day of the month following the month in which such employee reaches his 68th birthday. Any such termination shall cancel the employee's seniority.

(h) If the employee is issued a Separation Payment draft by the Corporation pursuant to the Supplemental Agreement attached hereto as Exhibit "C", in which event his seniority shall be broken at any and all plants of the Corporation as of the date the Separation Payment draft is issued; provided, however, within 30 days of the date of the draft the employee may have his seniority reinstated by returning the draft to the Corporation, in which event his seniority shall be reinstated as of the fourth working day following receipt of the returned draft.

Layoff and Rehiring Procedure

(65) For temporary reductions in production not exceeding four weeks, the work

week may be reduced before any employees are laid off, unless otherwise extended by local plant agreement.

(66) (a) For extended periods of reduced production exceeding four weeks, temporary employees will be laid off, and thereafter the work week will be reduced and/or seniority employees will be laid off to comply with Paragraph (c) below, unless otherwise extended by local plant agreement.

(b) Both parties agree that it is desirable to give employees high annual earnings. It is recognized and agreed that there are times when production and tooling require overtime and other times when not enough work is available to give all employees with seniority a full week's work. It is mutually recognized that to operate a plant at a schedule which gives employees less than thirty-two (32) hours per week for more than a month is unsatisfactory to both employees and the Corporation and reductions below this level are only justified by special conditions.

(c) Operation of a plant or any part thereof on a schedule of employment of less than an average of twenty-four (24) hours per week for a period of more than two consecutive weeks or less than an average of thirty-two (32) hours per week for a period of more than four consecutive weeks shall only be by local

written agreement with the Shop Committee.

(67) Employees will be laid off and rehired in accordance with local seniority agreements.

(68) The Management of each plant will, whenever possible, give at least twenty-four (24) hours' notice prior to layoff to the employees affected.

(69) Any employee who has been transferred from a supervisory position to a job classification in the bargaining unit shall be credited with his accumulated seniority, provided:

(a) He previously worked on a job classification in the bargaining unit. This shall also be applied to employees who were promoted prior to certification of the Union.

(b) His employment with the Corporation has remained unbroken.

Such employee shall be placed on the job to which his seniority would entitle him under the local seniority agreement, beginning with the last previous job he held in the bargaining unit; provided however, that if such last previously held job is no longer in existence, he shall be placed in accordance with Paragraph 59.

(70) Temporary employees will not be called back until all employees with seniority

capable of doing the work have been called back.

General Provisions Regarding Seniority

(71) Extra work in periods of part-time operation, and overtime, should be equalized among the employees in the group engaged in similar work, as far as practicable. Information concerning equalization of hours status will be openly displayed in the department in such a manner that the employees involved may check their standing. This provision shall not interfere with any mutually satisfactory local practice now in effect.

(72) Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Corporation, will be employed in other work on a job that is operating in the plant which he can do without regard to any seniority provisions of this Agreement, except that such employee may not displace an employee with longer seniority, provided, however, that by written agreement between local Management and the Shop Committee, any such employee may be placed or retained on a job he can do without regard to seniority rules.

(73) The employment of the following persons shall not be governed by seniority rules: students and graduates of technical or professional schools and special

employees receiving training as a part of a formal training course.

(73a) Seniority status of employees who have completed or discontinued cooperative training courses and who are assigned to hourly rated jobs in the bargaining unit for other than training purposes shall be as follows:

(1) An employee who has completed or discontinued a cooperative training course and who is assigned to an hourly rated job in the bargaining unit for other than training purposes shall have plant seniority established in keeping with Paragraph 57. Time spent in school not in excess of one year shall be considered as time worked in establishing the seniority date.

(74) To protect his seniority, it is the employee's responsibility to keep the Plant Management informed of his proper home address. The method of notification of change of address is to be established by the respective Plant Managements for their operations.

(75) Provisions pertaining to shift preference may be negotiated locally. Such agreements and modifications or supplements thereto shall be reduced to writing and be subject to the approval of the Corporation and the International Union. Any such agreements must have sufficient flexibility to give full protection to

efficiency of operations under all circumstances and conditions.

DISCIPLINARY LAYOFFS AND DISCHARGES

(76) Any employe who has been disciplined by a layoff or a discharge may request the presence of the committeeman for his district to discuss the case with him in an office designated by the Local Management, before he is required to leave the plant. The committeeman will be called promptly without regard to the restrictions on his time as provided in Paragraphs 18 and 19 of the Representation Section. Whether called or not, the committeeman will be advised within one working day of 24 hours of the fact of layoff or discharge.

(76a) Any employe who, for the purpose of being interviewed concerning discipline, is called to the plant, or removed from his work to the foreman's room or to an office, or called to an office, may, if he so desires, request the presence of his District Committeeman to represent him during such interview.

(76b) The employe will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on his personnel record, within three days of the action taken. In imposing discipline on a current charge, Management will not

take into account any prior infractions which occurred more than five years previously.

- (77) It is important that complaints regarding unjust or discriminatory layoffs or discharges be handled promptly according to the Grievance Procedure. Grievances must be filed within three working days of the layoff or discharge and the Local Management will review and render a decision on the case within five working days of its receipt. If a decision of the local Plant Management in such a case is not appealed by the Shop Committee within five working days the matter will be considered closed.

PRODUCTION STANDARDS

- (78) Production standards shall be established on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operations, and the reasonable working capacities of normal operators. The Local Management of each plant has full authority to settle such matters.

- (79) When a dispute arises regarding standards established or changed by the Management, the complaint should be taken up with the foreman. If the dispute is not settled by the foreman, the committeeman for that district may, without regard to the restrictions on his time as provided in Paragraphs 18 and

19 of the Representation Section, upon reporting to the foreman of the department involved, examine the job and the foreman or the time study man will furnish him with all of the facts of the case. If there is still a dispute after the committeeman has completed his examination, the foreman or the time study man will then re-examine the operations in detail with the committeeman on the job. If the matter is not adjusted at this stage it may be further appealed as provided in the Grievance Procedure.

CALL-IN PAY

- (80) Any employe called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four hours' pay at the regular hourly rate, except in cases of labor disputes, or other conditions beyond the control of the Local Management.

WORKING HOURS

(For the purposes of computing overtime premium pay)

- (81) For the purposes of computing overtime premium pay, the regular working day is eight hours and the regular working week is forty hours.
- (82) Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts

working, for the regular working hours of that shift. The employee's working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which he is assigned.

(83) Hourly and piece-rate employees will be compensated as follows:

Straight Time

(84) (a) For the first eight hours worked in any continuous twenty-four hour period, beginning with the starting time of the employee's shift.

(b) For the first forty hours worked in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.

(c) For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

Time and One-Half

(85) (a) For time worked in excess of eight hours in any continuous twenty-four hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.

(b) For time worked in excess of forty hours in the employee's working week, less all time for which daily,

Saturday, Sunday or holiday overtime has been earned.

- (e) For time worked on any shift which starts on Saturday.

Double Time

- (86) (a) For time worked during the first eight (8) hours worked on any shifts that start on Sundays and the following legal holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving, Christmas and either Memorial Day or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing; for time worked on the calendar Sunday or holiday in excess of the first eight (8) hours worked on any shift that starts on Sunday or one of the above legal holidays; and for time worked on a Sunday or holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into Sunday or one of the above legal holidays.
- (b) For time worked in excess of four hours (at straight time on Monday through Friday or at time and one-half on Saturday) on a shift which starts on December 24 or on December 31.

Exceptions to Above Overtime Payment

- (87) (a) Time and one-half shall not be

payable under the provisions of Paragraph 85(a) on December 24 or on December 31 by reason of advancing the regular shift starting time of second (afternoon) or third (night) shift employees on such days, except if and then only to the extent that such advancement exceeds four hours for second shift employees or eight hours for third shift employees respectively, plus the shift gaps and lunch periods.

(87) (b) Employees working in necessary continuous seven-day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one-half for work on these days only for time worked in excess of eight hours per day or in excess of forty hours in the employee's working week, for which overtime has not already been earned, except as otherwise provided in paragraph (1) below:

- (1) Such employees shall be paid time and one-half for hours worked on the employee's sixth work day in the week.
- (2) Such employees shall be paid double time for hours worked on the 7th work day in the calendar week if the 7th work day results from the employee being required to work on his

scheduled off day(s) in that calendar week.

- (3) Such employees will be paid double time for hours worked during the regular working hours of any shifts that start on any of the six legal holidays listed in Paragraph 86(a). In the case of employees who work 6 or 7 days during the work week, the first 8 hours worked at double time on shifts starting on such holidays shall be counted in computing overtime for work in excess of 40 hours in the employee's working week.

- (4) Such employees will be paid double time for hours worked in excess of four hours (at straight time on Monday through Friday or at time and one-half on the employee's sixth work day in the week) on a shift which starts on December 24 or on December 31. In the case of employees who work 6 or 7 days during the work week, the hours paid at double time (not in excess of four) on December 24 or on December 31 shall be counted in computing overtime for work in excess of 40 hours in the employee's working week.

(5) Such employees shall be paid an additional five cents (5c) per hour for time worked, which shall be included in computing vacation pay allowance, holiday pay, overtime and night shift premium.

Premium payments shall not be duplicated for the same hours worked under any of the terms of this Section.

Change in Shift Hours

(88) Any change in the established shift hours or lunch period shall be first discussed with the Shop Committee as far in advance as possible of any such change; however, if the length of an employee's established lunch period is extended on a temporary basis for a given day, the net amount of time by which the lunch period is so extended shall be considered as time worked for that day.

Night Shift Premiums

(89) A night shift premium of five per cent of night shift earnings, including overtime premium, will be paid to all hourly-rated employees working on shifts half or more of the working hours of which are scheduled between the hours of 6:00 p.m. and 6:00 a.m.; except that in the case of three shift operations, employees working on third shifts regularly scheduled to start between the hours of 10:00 p.m. and 4:45 a.m. will receive a night

shift premium of ten per cent of night shift earnings, including overtime, for all hours worked. Employees working on special shifts not covered by the above, wherein half or more of the regular straight time working hours are scheduled between the hours of 12 midnight and 8:45 a.m. shall be paid ten per cent premium of night shift earnings, including overtime, for all hours worked. Employees working on shifts regularly scheduled to start after 4:45 a.m. and before 6:00 a.m. shall be paid ten per cent of earnings, including overtime, for hours worked between the hours of 4:45 a.m. and 7:00 a.m.

For the purpose of calculating shift premium, overtime on a regularly scheduled shift shall be considered as part of that shift except as otherwise provided in the following paragraph.

In two shift operations where the second shift is regularly scheduled to work more than nine hours, and the shift is regularly scheduled to work until or beyond 8:00 a.m., employees working on such shifts shall receive ten per cent premium of night shift earnings, including overtime, for all hours worked after 12 midnight.

Special Three-Shift Operations

(83a) This paragraph is not intended to change any present practice, or preclude

the re-adoption of a prior practice, whereby it is possible to schedule certain operations on a three-shift, eight hours of work per shift basis with special provisions for lunch. Where it is not possible or practicable on three-shift operations to establish schedules of 8 hours of work each shift, work shifts will be established on the basis of arrangements for a lunch period not in excess of 20 minutes being provided during the shift period without loss of pay.

The above provisions shall not preclude necessary temporary variations in schedules.

The above provisions shall not be applicable in any plant located in a state wherein a statute or administrative ruling requires the granting or establishment of lunch or meal periods of more than 20 minutes.

WAGE PAYMENT PLANS

(90) Wage payment plans are a matter of local negotiation between the Plant Managements and the Shop Committees, subject to appeal in accordance with the Grievance Procedure.

(91) Any change from an incentive plan to an hourly rate method of pay is a matter for local determination and any such

changes must be made on a sound and equitable basis which does not increase average production costs, and which provides for maintaining efficiency of the plant.

UNION BULLETIN BOARDS

(92) The plants covered by this Agreement will erect bulletin boards which may be used by the Union for posting notices approved by the Local Managements and restricted to:

- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections.
- (c) Notices of Union appointments and results of Union elections.
- (d) Notices of Union meetings.
- (e) Other notices concerning bona fide Union activity such as: Cooperatives; Credit Unions; and Unemployment Compensation information.

(93) The number, location and size of such bulletin boards in each bargaining unit under this Agreement shall be decided by the Local Management and the Shop Committee.

(94) There shall be no other general distribu-

tion, or posting by employees, of pamphlets, advertising or political matter, notices, or any kind of literature upon Corporation property other than as herein provided.

ESTABLISHMENT OF NEW PLANTS

(95) For eighteen months after production begins in a new plant, the Corporation will give preference to the applications of laid off employees having seniority in other plants over applications of individuals who have not previously worked for the Corporation, provided their previous experience in the Corporation shows that they can qualify for the job. When employed, such employees will have the status of temporary employees in the new plant. Such employees will retain their seniority in the plant where originally acquired until broken in accordance with the seniority rules herein.

(96) If the transfer of major operations between plants results in the permanent release of employees with seniority, the case may be presented to the Corporation and, after investigation, it will be reviewed with the International Union in an effort to negotiate an equitable solution, in accordance with the principles set forth in the previous paragraph. Any transfer of employees resulting from

this review shall be on the basis that such employees are transferred with full seniority.

WAGES

(97) The establishment of wage scales for each operation is necessarily a matter for local negotiation and agreement between the Plant Managements and the Shop Committees.

(98) New employees shall be hired at a rate no lower than ten (10) cents below the rate of the job classification and shall receive an automatic increase of five (5) cents at the expiration of thirty (30) days. Every employee who is retained by the Corporation in the job classification shall receive an increase to the rate for the job classification within ninety (90) days or as soon as he or she can meet the standard requirements for an average employee on the job, whichever occurs first, provided however, that deviation from the above rule may be made pursuant to negotiation between the Local Shop Committees and Local Managements, for jobs requiring more than ninety (90) days to attain average proficiency.

(99) The foregoing paragraph (98) shall not apply to tool and die rooms or to any job classifications previously covered by upgrading agreements.

(100) It is understood that local wage agreements consist of the wage scale by job classifications as were in effect in the local wage agreements as of May 29, 1958, plus any written changes, additions or supplements thereto. Any changes, additions or supplements thereto shall be reduced to writing and are subject to the approval of the Corporation and the International Union.

(101) (a) The annual improvement factor provided herein recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, effective as of July 1, 1958, August 1, 1959, and September 1, 1960, each employee covered by this agreement shall receive an annual improvement factor increase of two and one-half (2½%) percent of his straight time hourly wage rate (exclusive of Cost of Living Allowance and shift premium), or six (6) cents per hour, whichever is the greater, in accordance with the following table:

**Annual Improvement Factor
Increase Table**

<u>Straight Time Hourly Wage Rate*</u>	<u>Annual Improvement Factor Increase</u>
Less than \$2.60.....	6c per hour
\$2.60—2.99.....	7c per hour
3.00—3.39.....	8c per hour
3.40—3.79.....	9c per hour
3.80—4.19.....	10c per hour

*The "straight time hourly wage rate" for employee paid under an incentive method of pay shall be developed in each plant so that job classifications having the same base rate will receive the same annual improvement factor increase. For example:

Maximum Base Rate for Job Classification = A

Overall Plant Efficiency for Previous 12 Months on Incentive Job Classifications = B

Unfactored Wage Increases (Excluding Cost of Living Allowance) = C

$(A \times B + C)$ = "Straight time hourly wage rate"

In the case of a classification, the rate for which is determined by a wage rule in the Local Wage Agreement relating the rate for the classification to the rate for another classification or classifications, the above table will determine the rate for the classification where there is a conflict with such wage rule.

- (b) In addition, the cost-of-living allowance formula (which was provided for in National Agreements of 1948, 1960 and 1965 between the parties) will be continued, and such allowances shall be determined in accord-

ance with the provisions of this Paragraph 101.

It is agreed that only the cost-of-living allowance will be subject to reduction so that, if a sufficient decline in the cost of living occurs, employees will immediately enjoy a better standard of living. Such an improvement will be an addition to the annual improvement factor increase provided for in 101(a).

(c) The improvement factor increases in base rates provided for in Paragraph 101(a) shall be added to the wage rates (minimum, intermediary and maximum) for each day-work classification. The cost-of-living allowance provided for in Paragraph 101(b) shall be added to each employee's straight time hourly earnings and will be adjusted up or down each three months in line with the cost-of-living allowance provided for in Paragraphs 101(g) and 101(h).

(d) In the case of employees on an incentive basis of pay the increases in base rates provided for in Paragraph 101(a) shall be added to the earned rate of all incentive workers until local Plant Managements and the local Unions reach an agreement for factoring this increase into the wage structure of incentive classifications. The cost-of-living allow-

ance provided for in Paragraph 101(b) shall be added to each employee's hourly earned rate and will be adjusted up or down each three months in line with the cost-of-living allowance provided for in Paragraphs 101(g) and 101(h).

(e) The Cost of Living Allowance will be determined in accordance with changes in the official Consumer Price Index, published by the Bureau of Labor Statistics, U.S. Department of Labor, (1947-1949 = 100) and hereinafter referred to as the BLS Consumer Price Index.

(f) Effective July 1, 1958 and continuing through August 31, 1958, all employees covered by this Agreement shall receive a Cost of Living Allowance, in addition to that already received, of two (2) cents per hour, for all hours compensated.

(g) Effective with the pay period beginning September 1, 1958, and thereafter during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made quarterly at the following times:

<u>Effective Date of Adjustment</u>	<u>Based Upon</u>
First pay period beginning on or after: September 1, 1958, and at quarterly intervals thereafter to June 1, 1961.	BLS Consumer Price Index as of: July 15, 1958, and at quarterly intervals thereafter to April 15, 1961.

In no event will a decline in the BLS Consumer Price Index below 119.2 provide the basis for a reduction in the wage scale by job classification.

- (h) The amount of the Cost of Living Allowance which shall be effective for any three-month period as provided in Paragraphs 101(b) and 101(g) shall be in accordance with the following table:

BLS Consumer Price Index	Cost of Living Allowance, in Addition to Wage Scale by Job Classification
119.1 or less	None
119.2—119.6	1c per hour
119.7—120.1	2c per hour
120.2—120.6	3c per hour
120.7—121.1	4c per hour
121.2—121.6	5c per hour
121.7—122.1	6c per hour
122.2—122.6	7c per hour
122.7—123.1	8c per hour
123.2—123.6	9c per hour
123.7—124.1	10c per hour
124.2—124.6	11c per hour
124.7—125.1	12c per hour
125.2—125.6	13c per hour
125.7—126.1	14c per hour
126.2—126.6	15c per hour
126.7—127.1	16c per hour
127.2—127.6	17c per hour
127.7—128.1	18c per hour
128.2—128.6	19c per hour
128.7—129.1	20c per hour
and so forth, with 1c adjustment for each 0.5 change in the Index.	

- (i) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, holiday payments, and call-in pay.
- (j) In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of the pay period referred to in Paragraph 101 (g), any adjustments required will be made at the beginning of the first pay period after receipt of the Index.
- (k) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.
- (l) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the official monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for July, 1958, unless otherwise agreed upon by the parties.
- (m) Effective September 1, 1958, fifteen cents (15c) shall be added to the base wage rates (minimum, intermediary and maximum) for each day work

classification in effect on that date, except that said 15c shall not be taken into account for incentive pay calculation purposes. In the case of employees on an incentive basis of pay, the fifteen cents (15c) shall be added to the earned rate of such employees. An equal amount of fifteen cents (15c) shall be deducted from the Cost of Living Allowance in effect on August 31, 1968 (inclusive of the additional 2c provided for in Paragraph 101(f) above), and thereafter the Cost of Living Allowance shall be computed in accordance with Paragraphs 101(g) and 101(h) above.

New Jobs

- (102) When new jobs are placed in production and cannot be properly placed in existing classifications by mutual agreement, Management will set up a new classification and a rate covering the job in question, and will designate it as temporary. A copy of the temporary rate and classification name will be furnished to the Shop Committee.
- (102a) As soon as possible after machinery and other equipment have been installed, and in any event, within 80 calendar days after a production employee has been placed on the job, the Shop Committee and Management shall negotiate the rate and classification, and when

negotiations are completed, such classification and rate shall become a part of the local wage agreement, and the negotiated rate, if higher than the temporary rate shall be applied retroactively to the date the production employees started on the job, except as otherwise mutually agreed.

LEAVES OF ABSENCE

Informal Leaves of Absence

(103) A leave of absence may be granted for personal reasons for a period not to exceed thirty days, upon application of the employee to and approval of his foreman. Such leaves of absence shall not be renewed and seniority will accumulate during the leave.

Formal Leave of Absence for Personal Reasons

(104) Employees requesting formal leave of absence shall first make application in writing to their foreman on the form provided. Such leave of absence will be granted to an employee for not more than ninety days on approval of the Local Management when the services of the employee are not immediately required and there are employees available in the plant capable of doing his work.

(105) Such leaves of absence may be extended but the approval of the General Man-

ager of the Division is required in such cases. Seniority will not accumulate during the period of formal leave of absence for personal reasons. Such formal leaves of absence will not be granted an employee who is laid off, and will not be extended if the employee would have been laid off had he been working during his leave.

Sick Leave of Absence

(106) Any employee who is known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for the period of continuing disability. Seniority of such employees shall accumulate during sick leave and shall be broken, figured from the date the sick leave started, on the same basis as provided in Paragraph 64(e) for laid off employees breaking seniority. Not later than 10 days prior to such loss of seniority, Management will send a letter to the employee's last known address as shown on the Company records reminding him of the fact that his seniority is subject to being broken as provided above; however, failure through oversight to send such a letter will not be the basis for any claim.

(107) Temporary employees without seniority shall not receive credit for time off sick toward the ninety (90) days of employment required to acquire seniority, except as provided in Paragraph 108 and

Appendix D, and in no case shall a temporary employee's name be placed on the seniority list while away from work on sick leave.

- (108) In compensable injury and legal occupational disease cases, sick leave will be granted automatically and seniority will accumulate for the full period of legal temporary disability. Temporary employees disabled by compensable injury or legal occupational disease shall, upon return to work, be given credit for the period of such disability toward acquiring seniority.

Leave of Absence for Union Activity

- (109) Any employee elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave for a minimum of the first half or the second half of his shift and not to exceed one year and shall, at the end of the term in the first instance, or at the end of the mission in the second instance, be guaranteed re-employment if there is sufficient work for which he is in line at the then current rate of pay. Written notice for such leaves, giving the length of leave, shall be given the local Plant Management as far in advance as possible but in no event later than the day prior to the day such leave is to become effective. Seniority will accumulate during the period of such leaves.

(109a) Leaves of absence may be granted to employees for other Union activities and seniority shall accumulate during such leaves. Such leaves will be granted only when requests are made in writing to the Personnel Staff of the Corporation in Detroit by the President of the International Union or the head of the department of the International Union at Detroit which handles matters under this Agreement.

Leave of Absence for Public Office

(110) Any employee with seniority elected to public office may make written application for a leave of absence for the period of his first term of active service in such elective office. Additional leaves of absence for service in elective public office may be granted at the option of Local Management upon written application by the employee.

(110a) Any employee with seniority who is appointed to a position as Administrative Assistant in a Congressional or Senatorial office, or to an Administrative position in a State Agency, or as a Labor Representative on a Community Agency, may make written application for a leave of absence for the period of his active service in such position, not to exceed one year. Such leave may be renewed at the option of Local Management upon written application by the employee.

(110b) Any employee granted a leave of absence under Paragraph (110) or (110a), shall be guaranteed reemployment, at the then current rate of pay, if there is sufficient work available which he is capable of doing and to which he may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

(111) All of the above leaves of absence including sick leaves are granted subject to the following conditions:

(a) Any employee on leave may return to work in line with his seniority before the expiration of his leave providing not less than seven (7) days notice is given to Management. The return within the seven day period is at the option of Management. Any employee who fails to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless he has a satisfactory reason.

(b) Any employee who fails to report for work within three working days after the date of expiration of the leave, shall be considered as having voluntarily quit unless he has a satisfactory reason; provided, however, that in the case of failure to report for work within three working days after the expiration of leaves of absence granted under

Paragraphs 104, 105, 109, 109a, 110, 110a and 113, Management will send written notification to the employee's last known address as shown on the Company records, that his seniority has been broken and that it can be reinstated, if, within three specified working days thereafter, he reports for work or properly notifies Management of his absence. If the employee complies with the conditions set forth in the notification, his seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to his case of the Shop Rule regarding absence without reasonable cause.

- (c) If upon the expiration of a leave of absence there is no work available for the employee in line with his seniority, or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of expiration of the leave.

Leave of Absence for Military Service

(112) Any employee who enters into active service in the armed forces of the United States, as defined below, will be given a leave of absence for such

period. Seniority will accumulate during such period of service. Upon the termination of such service the employee shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he meets the following requirements:

- (1) Has not been dishonorably discharged.
- (2) Is physically able to do the work.
- (3) Reports for work within ninety days of the date of such discharge, or ninety days after hospitalization continuing after discharge for not more than one year.

As used in this Section "active service in the armed forces of the United States" is defined as and limited to:

Volunteering or being called into service as a member of the Army, Air Forces, Navy, or Marine Corps, provided that in time of peace such service, for the purposes of this Agreement and any military leave of absence issued pursuant to the terms thereof, shall not exceed one year.

Educational Leave of Absence for Veterans

(113) Employe veterans who have acquired seniority and who desire to further their education under the provisions of applicable Federal laws, may make application for a leave of absence for that purpose.

One continuous leave of absence for such education will be granted to eligible employes for a period not to exceed twelve months, subject to the conditions set forth in Paragraph 111 of this Agreement. Additional leaves of absence may be granted, at the option of Local Management. Seniority shall accumulate during such leave of absence.

Leaves of Absence for Service in General Motors Defense Plants

(113a) Any employe whose services, because of conditions made necessary by the National Defense of the United States, are needed by the Management in a plant of the Corporation other than the plant in which he has established his seniority and who accepts such employment, will be given a leave of absence from the plant in which he has his seniority for the period his services may be required in such other plant and shall accumulate seniority in the plant from which he has been given a leave of absence, during the full period of such leave.

If the employe desires to return to

employment in the original plant or when the Management of the defense plant no longer requires his services, the employe may return to the original plant in which he has seniority, in accordance with his seniority status, to his former or a similar job.

- (114) An approved copy of any written leave of absence granted under the Leaves of Absence Section will be furnished to the employe.

STRIKES, STOPPAGES AND LOCKOUTS

- (115) It is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them.

- (116) During the life of this Agreement, the Corporation will not lock out any employes until all of the bargaining procedure as outlined in this Agreement has been exhausted and in no case on which the Umpire shall have ruled, and in no other case on which the Umpire is not empowered to rule until after negotiations have continued for at least five days at the third step of the Grievance Procedure. In case a lockout shall occur the Union has the option of cancelling the Agreement at any time

between the tenth day after the lockout occurs and the date of its settlement.

(117) During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slow-down, in any plant of the Corporation, or any curtailment of work or restriction of production or interference with production of the Corporation. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no case on which the Umpire shall have ruled, and in no other case on which the Umpire is not empowered to rule until after negotiations have continued for at least five days at the third step of the Grievance Procedure and not even then unless authorized by the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, AFL-CIO, and written notice of such intention to authorize has been delivered to the Personnel Staff of the Corporation at least five (5) days prior to such authorization. The Union will not cause or permit its members to cause nor will any member of the

Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises because of any dispute or issue arising out of or based upon the provisions of the Pension Plan, Insurance Program, or Supplemental Unemployment Benefit Plan; nor will the Union authorize such a strike, stoppage, or picketing. In case a strike or stoppage of production shall occur, the Corporation has the option of cancelling the Agreement at any time between the tenth day after the strike occurs and the day of its settlement. The Corporation reserves the right to discipline any employee taking part in any violation of this Section of this Agreement.

- (118) The Union has requested this National Agreement in place of independent agreements for each bargaining unit covered hereby. Accordingly an authorized strike in one bargaining unit under this Agreement which results in an interruption of the flow of material or services to operations in any other bargaining unit under this Agreement, will be considered an authorized strike in any such affected bargaining unit.

APPRENTICES — REPRESENTED

- (119) This Section is applicable in the bargaining units of apprentices in the plants of the Corporation covered by this

Agreement in which the Union is certified as the bargaining agent for apprentices. The term "employee" in Paragraph 3 shall include employees classified as apprentices in the bargaining unit for which the Union is the certified bargaining agent.

(120) Paragraphs 63(a) and 63(b) shall not apply to apprentices nor to openings or vacancies in apprentice classifications.

(121) The following paragraphs shall not be applicable to the bargaining units covered by this Section:

56	71	156	161
66(a)	152	157	162
66(b)	153	158	163
66(c)	154	159	178
70	155	160	

GM-UAW Skilled Trades Committee

(122) A GM-UAW Skilled Trades Committee will be established in Detroit, composed of three representatives of General Motors and three representatives of the General Motors Department of the International Union, UAW-AFL-CIO. This Committee will review the uniform training programs as well as agree to the shop training schedules of the program. The shop training schedules, which have been agreed to by the GM-UAW Skilled Trades Committee are made a part of this Agreement.

(123) The present shop training schedules will

remain in effect until replaced by revised schedules. The revised schedules will be adopted for those apprentices presently indentured to the extent that they can be integrated into such revised programs without interfering with the progress of the apprentice. If local plant requirements indicate deviation should be made in such shop schedules, proposed changes must be referred to the GM-UAW Skilled Trades Committee, together with the reason for requesting the deviation, for consideration. The present shop training schedules in the plants covered by this Section, which have not been agreed to, will be reviewed by the GM-UAW Skilled Trades Committee as soon as possible.

Local Apprentice Committee

- (124) The Union may appoint an Apprentice Committee composed of journeymen from the plant. One apprentice committeeman shall be selected from the Shop Committee members elected pursuant to Paragraphs 11 through 14. When the number of apprentices in training in the plant exceeds 30, the Union may appoint a second apprentice committeeman selected from the Shop Committee members elected pursuant to Paragraphs 11 through 14. In the event there are not two journeymen on the Shop Committee, the second apprentice committeeman shall be selected from the District Committeemen elected

pursuant to Paragraph 10. One apprentice committeeman, designated as the Chairman of the Apprentice Committee, shall be selected from journeymen other than elected Shop Committee members.

(125) The Apprentice Committee Chairman shall be permitted to attend regular Shop Committee meetings for the purpose of assisting in the handling of grievances of apprentices. He will be paid his regular rate for time spent in such meetings and for making the investigations provided for in this subparagraph for the hours he would otherwise have worked in the plant. The Chairman of the Shop Committee may designate the Chairman of the Apprentice Committee, in lieu of a member of the Shop Committee, to make the further investigation provided for in Paragraph 33 of a grievance filed by an apprentice.

(126) The Apprentice Committee shall meet with local Management at a mutually agreed-upon time at least once each 30 days, unless otherwise agreed between local Management and the Apprentice Committee to extend the time between meetings. Each Apprentice Committeeman will be paid his regular rate for time spent in such meetings for the hours he would otherwise have worked in the plant. Minutes of such meetings will be furnished to the Apprentice Committee.

(127) The duties of the Apprentice Committee shall be as follows:

- (a) To negotiate with local Management on issues involving the effect of the employment of apprentices on the employment of journeymen in the trades involved.
- (b) To study and recommend to the local Management other matters that may involve the training of apprentices by journeymen in the shop and the proper application of the shop training schedules.
- (c) Progress reports of the apprentice shop training schedule shall be reviewed in meetings of the Apprentice Committee with local Management but no individual apprentice's record will be reviewed more frequently than once each six (6) months.

(128) Grievances filed by apprentices will be handled under the Representation and Grievance Procedure Sections.

(129) Notwithstanding the provisions of Paragraph (128) above, problems involving apprentice related training schedules which cannot be settled locally by the Apprentice Committee and local Management shall not be subject to the Grievance Procedure. Such problems may be referred to the GM-UAW Skilled Trades Committee.

Apprenticeship Eligibility Requirements

(130) In order to be eligible for consideration for apprenticeship, an applicant must meet the requirements for apprentice training applicable at the plant to prospective apprentices, including age, education, and other tests, such as aptitude tests. To satisfy the education requirement, the applicant must be a high school graduate or he must have equivalent education. The applicant must be between the ages of 18 and 26 years, both inclusive, except as otherwise provided in Paragraph (131) below.

(131) Management will review its apprentice training needs and will post on the bulletin board a list of apprentice openings. Notwithstanding other provisions of this Agreement, any employee other than those classified as apprentices may file an application for an opening in the apprentice program.

If such applicant meets all of the requirements for apprentice training applicable at the plant to prospective apprentices, his application will be considered with other applicants for the apprentice program and he shall be considered as satisfying the age requirement for apprentice training if he has not reached his 41st birthday. Where the qualifications of the employee-applicant and non-employee-applicant

are equal, the employee-applicant will be given preference. For all applicants placed on apprentice training in any given year, the ratio of those in the 27-40 age group to those under 27 years of age shall in no event exceed 1 to 2 in the particular trade involved. An employee transferred to apprentice training shall have his wage rate adjusted to the starting rate of the apprentice rate schedule.

Credit for Previous Experience

(132) Credit for previous experience in any General Motors plant may be given up to the total time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be given the apprentice at the time he has satisfactorily demonstrated that he possesses such previous experience and is able to do the job, or possesses the educational knowledge for which he is requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

(a) Any contemplated credit for such training will be reviewed with the local Apprentice Committee. Any

dispute over such credit shall be referred to the GM-UAW Skilled Trades Committee for decision.

Term of Apprenticeship

(133) The term of apprenticeship shall be nominally four (4) years in length, but shall be based on the number of hours actually worked. The shop schedule shall be divided into eight (8) periods of 916 hours each.

Seniority of Apprentices

(134) Each apprentice classification in the apprentice program shall be a separate non-interchangeable occupational group.

(135) An apprentice hired directly into an apprentice classification shall establish seniority in his non-interchangeable occupational group in accordance with Paragraphs 57 and 58.

(136) An employee transferred to an apprentice classification shall have a date of entry in the non-interchangeable occupational group to which he is transferred and will continue to accumulate seniority in the seniority group from which he was transferred.

(137) For the purpose only of determining the seniority status of apprentices in training, such apprentices shall have their seniority established as provided in Paragraphs (135) and (136) above.

(a) For the purpose of layoff and rehire or other applicability in his skilled occupational group, the seniority of the apprentice, upon graduation, shall be adjusted to a date which represents 50% of the time (subsequent to his seniority date established pursuant to Paragraph 57) spent in the apprentice training program, including previous experience, at that plant only, for which he received credit under the provisions of Paragraph (132). For all other purposes seniority shall be as established by the Section entitled "Acquiring Seniority".

(b) A graduate apprentice whose General Motors apprentice training was interrupted by service in the Armed Forces shall be given credit for the period of such service in the application of the first sentence of Paragraph (137)(a) above, by establishing a new graduation date which shall be a date prior to his actual graduation date by the amount of such service.

(138) In a reduction in force, apprentices will be removed in accordance with their seniority in the non-interchangeable occupational group to which they are assigned and they shall be laid off except that:

(a) Apprentices with seniority who were hired directly into an apprentice classification who apply in writing prior to leaving the plant on layoff will be placed on other available work in accordance with Paragraph 59. •

(b) Apprentices with seniority who have been transferred from a job in the plant to an apprentice classification, who apply in writing prior to leaving the plant on layoff, will be returned to the group from which they were so transferred.

(c) Failing to have sufficient seniority to be placed on other work, as provided above, apprentices will be laid off.

(139) Apprentices who have been removed from an apprentice non-interchangeable occupational group pursuant to Paragraph (138) above, will be recalled to such group in line with their seniority in such group.

Ratio of Apprentices to Journeymen

(140) The number of new apprentices who may be enrolled shall be determined on the basis of the number of journeymen employed for the program averaged over the preceding twelve (12) months. The ratio of apprentices in training to journeymen should not exceed one(1)

apprentice to eight (8) journeymen. However, the Union agrees that local Management can establish a ratio of apprentices to journeymen in excess of the one (1) to eight (8) ratio, but not to exceed a ratio of one (1) apprentice to five (5) journeymen. Deviations below the one (1) to five (5) ratio may be agreed to by Management and the local Apprentice Committee. In the event of a reduction of force, the apprentices in excess of the one (1) to eight (8) ratio will be laid off before any journeyman in that trade is laid off, except that a minimum of one apprentice may be retained in each trade.

Standard Work Week

(141) To maintain the proper schedule for graduating apprentices, their standard work week, including time spent in connection with related training, shall be forty (40) hours.

(a) Apprentices may be assigned to overtime work when all journeymen on the shift in the equalization group with which the apprentice in the course of his training is currently associated, are either scheduled to work overtime or have had the opportunity to work overtime. Deviation from this provision may be negotiated by local Management and the Shop Committee.

(b) Individual apprentices will not be assigned to work overtime for the purpose of completing their apprenticeship training ahead of other apprentices in like circumstances in the trade.

(142) In case an apprentice is required to work overtime, he shall receive credit on the term of apprenticeship for only the actual hours of work.

Tool Allowance

(143) Upon acquiring seniority in an apprentice group, the apprentice will be furnished a tool box, which will become the property of the apprentice upon graduation. Upon satisfactory completion of each 916 hours of work in the apprentice program, the apprentice will be paid \$35.00 for the purchase of tools. Management will assist the apprentice in obtaining tools.

Apprentice Indenture

(144) Every apprentice (and if he is a minor, his parent or guardian) shall be required to sign an Apprentice Indenture.

Related Training

(145) Each apprentice shall be required during the period of this apprentice program, to complete a program of related and supplemental classroom instructions not to exceed 672 hours during a four-year training course.

(146) Time spent by the apprentice in connection with related training shall not be considered time worked under this Agreement; nevertheless, time spent by the apprentice in taking required related training shall be paid for at the apprentice's straight time hourly rate.

(147) Whether related training shall be conducted by local Management or through a local educational institution, or otherwise, shall be determined by local Management in light of prevailing circumstances in the community. Management will notify and discuss this matter with the local Apprentice Committee. However, the final determination will remain the responsibility of Management.

(148) The Corporation agrees to pay, on behalf of apprentices covered by this Agreement, up to a maximum of one hundred (\$100.00) dollars per apprentice for any registration fees and/or tuition required in connection with related training under the apprentice program, but not to exceed 672 hours of related training.

Progress Reports

(149) An accurate record shall be kept of the hours worked by each apprentice under the training program. These hours shall be recorded on appropriate forms.

Certificate of Completion

(150) Upon completion of apprenticeship, a certificate, a copy of which is contained in the General Motors Standard Apprenticeship Plan, shall be issued to the apprentice.

Apprentice Wage Rates

Table 1

(151) Effective July 1, 1958, the straight time hourly wage rates (exclusive of Cost-of-Living Allowance and shift premium) for apprentices in the bargaining unit shall be the rates set forth in the following Apprentice Rate Schedule:

Apprentice Period	Hourly Rate Which ever is Greater	
	Rate A	Rate B*
1st 916 Hours	\$1.99	\$1.90
2nd 916 Hours	2.02	2.02
3rd 916 Hours	2.06	2.02 plus 9% of "Rate Difference"
4th 916 Hours	2.12	2.02 plus 20% of "Rate Difference"
5th 916 Hours	2.19	2.02 plus 33% of "Rate Difference"
6th 916 Hours	2.27	2.02 plus 48% of "Rate Difference"
7th 916 Hours	2.36	2.02 plus 66% of "Rate Difference"
8th 916 Hours	2.46	2.02 plus 88% of "Rate Difference"

Table 2

Effective September 1, 1958, the straight time hourly wage rates (exclusive of Cost-of-Living Allowance and shift premium) for apprentices in the bargaining unit shall be the rates set forth

in the following Apprentice Rate Schedule:

Apprentice Training Period	Hourly Rate Whichever is Greater	
	Rate A	Rate B*
1st 916 Hours	\$2.14	\$2.14
2nd 916 Hours	2.17	2.17
3rd 916 Hours	2.21	2.17 plus 9% of "Rate Difference"
4th 916 Hours	2.27	2.17 plus 20% of "Rate Difference"
5th 916 Hours	2.34	2.17 plus 33% of "Rate Difference"
6th 916 Hours	2.42	2.17 plus 48% of "Rate Difference"
7th 916 Hours	2.51	2.17 plus 66% of "Rate Difference"
8th 916 Hours	2.61	2.17 plus 86% of "Rate Difference"

*The "Rate Difference" shall be determined by subtracting the sum of \$2.20 and Rate B for the 2nd 916 Hours from the maximum rate established in the Local Wage Agreement for the journeyman classification for which the apprentice is in training. Resultant rates shall be rounded to the nearest 1 cent.

Upon graduation, an apprentice will receive an increase, if retained, equal to the increase he received at the beginning of the 8th apprentice training period, but not less than the minimum nor more than the maximum of the skilled classification to which he is assigned.

The above Apprentice Rate Schedules automatically provide for all increases in straight time hourly wage rates effective through September 1, 1958. The Annual Improvement Factor increases effective August 1, 1959 and September 1, 1960 shall be added to Rate A and the fixed portion of Rate B of the Table 2 Apprentice Rate Schedule above, and the straight time hourly wage rates for individual apprentices shall be determined only in accordance with this Schedule.

APPRENTICES NON-REPRESENTED

(152) This Section shall apply to non-represented indentured apprentices.

GM-UAW Skilled Trades Committee

(153) (1) The GM-UAW Skilled Trades Committee established under Paragraph (122) will review the uniform training programs as well as agree to the shop training schedules of the apprentice program.

(2) It is understood that the present shop training schedules will remain in effect until replaced by revised schedules. The revised schedules will be adopted for those apprentices presently indentured to the extent that they can be integrated into such revised programs without interfering with the progress of the apprentice. Any plant may adopt the Standard Apprentice Plan and its supplement. If local plant requirements indicate deviation should be made in such shop schedules, proposed changes must be referred to the GM-UAW Skilled Trades Committee, together with the reason for requesting the deviation, for consideration.

(3) Any situations which may arise under this Section that cannot be adjusted locally will be reviewed

jointly by the GM-UAW Skilled Trades Committee in Detroit. If unable to agree at this point, either party may appeal the case to the Umpire.

Apprentice Committee

(154) In plants covered by this Agreement in which apprentices are employed, the International Union may appoint an Apprentice Committee of three journeymen from the local plant whose duties shall be as follows:

- (1) To negotiate with local Management on issues involving the effect of the employment of apprentices on the employment of journeymen in the trades involved.
- (2) To study and recommend to the local Management other matters that may involve the training of apprentices by journeymen in the shop and the proper application of the shop schedules.

(155) Recommendations pertaining to proper application of the shop work schedules not adjusted locally by the Apprentice Committee and Management may be referred to the GM-UAW Skilled Trades Committee.

(156) The Apprentice Committee shall meet with local Management at a mutually-

agreed upon time once each thirty (30) days, unless otherwise agreed between the local Management and the Apprentices Committee to extend the time between meetings. Progress reports of the apprentices' shop training schedule shall be reviewed in meetings of the Apprentices Committee with local Management but no individual apprentice's record will be reviewed more frequently than once each six (6) months. Minutes of such meetings will be furnished the Apprentices Committee.

Standard Apprentices Plan

(157) The Standard Apprentices Plan as revised is to be followed. For identification a copy of such Plan will be signed by the parties hereto.

Ratio of Apprentices to Journeymen

(158) The number of new apprentices who may be enrolled shall be determined on the basis of the number of journeymen employed for the program averaged over the preceding twelve (12) months. The ratio of apprentices in training to journeymen should not exceed one (1) apprentice to eight (8) journeymen. However, the Union agrees that local Management can establish a ratio of apprentices to journeymen in excess of the one (1) to eight (8) ratio, but not to exceed a ratio of one (1) apprentice to five (5) journeymen. Deviations below

(04) the one (1) to five (5) ratio may be agreed to by Management and the local Apprentice Committee. In the event of a reduction of force, the apprentices in excess of the one (1) to eight (8) ratio will be laid off before any journeyman in that trade is laid off, except that a minimum of one apprentice may be retained in each trade.

Except as provided above, the employment of indentured apprentices shall not be governed by seniority rules.

Laid off apprentices who may be placed on job openings in the plant shall receive credit toward acquiring and accumulating seniority, under Paragraphs 56, 57 and 58, for the period of employment as an apprentice.

Standard Work Week

(159) To maintain the proper schedule for graduating apprentices, their standard work week, including time spent in connection with related training, shall be forty (40) hours.

(a) Apprentices may be assigned to overtime work when all journeymen on the shift in the equalization group with which the apprentice in the course of his training is currently associated, are either scheduled to work overtime or have had the

opportunity to work overtime. Deviation from this provision may be negotiated by local Management and the Shop Committee.

(b) Individual apprentices will not be assigned to work overtime for the purpose of completing their apprentice training ahead of other apprentices in like circumstances in the trade.

(c) In case an apprentice is required to work overtime, he shall receive credit on the term of apprenticeship for only the actual hours of work.

Seniority of Graduated Apprentices

(160) For the purpose of layoff and rehire or other applicability in his skilled occupational group, the seniority of the apprentice upon graduation, shall be adjusted to a date which represents 50% of the time (subsequent to his date of hire) spent in the apprentice training program, including previous experience at that plant only, for which he received credit under the provisions of Paragraph (161). For all other purposes seniority shall be established by the Section of the Agreement entitled "Acquiring Seniority". (See Appendix C.)

(161) Credit for previous experience in any General Motors plant may be given up

to the total time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be given the apprentice at the time he has satisfactorily demonstrated that he possesses such previous experience and is able to do the job, or possesses the educational knowledge for which he is requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

(162) Any contemplated credit for such training will be reviewed with the local Apprentice Committee. Any dispute over such credit shall be referred to the GM-UAW Skilled Trades Committee for decision.

General Provision

(163) The foregoing is not to be interpreted as giving the Union bargaining rights for indentured apprentices but is intended to insure proper relationship between journeymen and apprentices.

SKILLED TRADES

(164) Management will study its future tool, die, maintenance, machine repair, wood and metal pattern shop needs, and at least once each six months will post on

the bulletin board a list of jobs, if any, for which a shortage of journeymen is anticipated. Where qualified journeymen are not available either through new hires or from graduated apprentices, employees working on other than skilled trades classifications will be permitted to file application for vacancies in skilled trades classifications listing their qualifications for such jobs.

(165) Notwithstanding other provisions of this Agreement, Management may select non-journeymen employees who have previously filed an application as provided above for transfer to the skilled trades classifications for training and to perform the work in such classifications. Employees transferred to skilled trades classifications shall be selected on the basis of their qualifications, and when their qualifications are equal, employees with the longest seniority will be given preference.

(166) Where no applications of employees with qualifications have been filed for transfer, new non-journeymen applicants with qualifications may be hired for the work.

Classification of "Employee-in-Training"

(167) An employee transferred to a skilled trades classification in which he does not hold journeyman status, or a non-journeyman new-hire assigned to a skilled trades classification, shall be

identified in the skilled trades classification in which he is working as an employee-in-training (e.g., "Lathe Operator (E.I.T.)" "Tool Maker (E.I.T.)") until reclassified as a journeyman in such classification in accordance with provisions of Paragraph (174) or (175).

Seniority of "Employee-in-Training"

(168) An employee-in-training shall retain and accumulate seniority in the seniority group in which it is established at the time of his transfer to employee-in-training status.

(169) For the purpose of layoff and rehire in the skilled trades classifications, an employee-in-training shall establish date of entry seniority status in the skilled trades classification to which he is assigned, which status shall begin as of the date he is transferred or hired into such classification and shall continue to accumulate in such classification.

(170) An employee-in-training shall be laid off from the skilled trades classification in which he is working in the reverse order of his date of entry seniority status in such classification, provided however, that if the employee has sufficient seniority or date of entry seniority status, he shall thereafter be transferred in the following order:

(a) To another skilled trades classifi-

cation in which he has journeyman status;

(b) To another skilled trades classification in which he has date of entry seniority status;

(c) To a seniority group, other than in skilled trades, in which his seniority is established.

Wage Rates of "Employee-in-Training"

(171) Where the minimum rate of the skilled trades classification to which an employee-in-training is transferred is not more than 10c above the rate he is earning, he will be advanced to such minimum rate upon transfer. For the purposes of this paragraph only, in the case of employees compensated on group bonus or piece work, the "rate he is earning" shall be the employee's average straight time hourly earned rate (exclusive of night shift premium) for the hours he worked during the pay period prior to the one in which he was transferred to employee-in-training status. Where there is more than a 10c differential, the employee will be advanced 10c over the rate he has been earning and shall be stepped up not less than 5c each 60 days, if retained, until he reaches the minimum rate of the classification. Any odd cents less than 5c will be added to the last 5c increase in order to bring the employee up to the minimum rate of the classification. In no event will the rate

paid an employee-in-training at time of transfer exceed the minimum rate of the skilled trades classification to which he is transferred, except as provided in Paragraph (173). Any increase above the minimum rate shall be on the basis of merit.

(172) An employee hired as an employee-in-training shall receive not less than 10c under the minimum rate of the skilled trades classification to which he is assigned and thereafter his rate shall be increased not less than 5c per hour each 60 days, if retained on such job, until he reaches the minimum rate of the classification. Any increase above the minimum shall be on the basis of merit.

(173) An employee-in-training who may be returned to a skilled trades classification assignment in keeping with these provisions, shall be given the same rate position he had attained at the time he was last classified in such classification.

Reclassification to Journeyman Status

(174) An employee-in-training shall be reclassified as a journeyman in a skilled trades classification in which he was classified as an employee-in-training at any time during the term of the National Agreement dated June 12, 1965 and up to and including September 1, 1968, when he has worked in that classification in any General Motors plant the period of time set forth in

Appendix B for employees-in-training to qualify for journeyman status in that classification.

- (175) An employee who, subsequent to September 1, 1958, is classified as an employee-in-training for the first time in that plant shall be classified as a journeyman when he has worked ten (10) years in that skilled classification in any General Motors Plant.

**Seniority Credit Upon Reclassification
of Employee-in-Training to Journeyman**

- (176) An employee reclassified from an employee-in-training status to a journeyman status in accordance with the provisions of Paragraph (174) or (175), upon reclassification to a journeyman status, shall have:

- (a) His seniority date established in the skilled trades classifications to which he is assigned by crediting him with 50% of the time (subsequent to his seniority date established pursuant to Paragraph 87) during which he was employed in that plant in that skilled trades classification either on a continuous or accumulated basis (See Appendix "C".);
- (b) The seniority rights, if any, provided in the local seniority agree-

ment in seniority groups other than in skilled trades.

**Seniority Rights of Journeymen
and Employees-in-Training**

(177) A journeyman in a skilled trades classification, or an employee reclassified from an employee-in-training status to a journeyman status in a skilled trades classification, shall accumulate date of entry seniority status, subject to the provisions of Paragraph (169) above, in other skilled trades classifications to which he has been or is thereafter assigned as an employee-in-training.

(178) No journeyman so classified will be laid off until it is necessary to further reduce the force after employees who have not attained the status of a journeyman in such classifications, for which the journeyman is qualified, have been laid off. However, provisions may be negotiated between Local Management and the Shop Committee to govern temporary layoff situations.

(179) Employees who have not qualified as journeymen may be retained in their classifications until displaced by:

- (a) A fully qualified journeyman employee in the plant.
- (b) A newly graduated apprentice.
- (c) A reduction in force.

Definition of "Journeyman"

(180) The term "journeyman" when used in this Agreement means an employee who:

(a) has satisfactorily completed an apprentice training course; or, (b) one who has properly carried such journeyman status in any General Motors plant under the terms of previous agreements between the parties; or, (c) one who has been reclassified as a journeyman under the terms of the Skilled Trades Section of this Agreement; or, (d) one, newly hired, who meets one of the above alternative requirements or can prove that he has worked in the trade at least equivalent to that on-the-job experience required for reclassification to journeyman status of those employees-in training covered in Paragraph (175) of this Agreement.

Model Change or Major Plant Rearrangement

(181) During model change or major plant rearrangement employees may be temporarily transferred to classifications to assist in such work and paid in accordance with the local wage agreement. Seniority of such employees shall remain and accumulate in the seniority group in which it is established at the time of the temporary transfer. It is understood, therefore, that no employee will be credited with any seniority in such classifications either for the purpose of

being retained in the classification or as a factor for being selected at some subsequent period for this type of work.

Maintenance Helpers

(182) The Maintenance Helper classification shall be eliminated except during periods of model change or plant rearrangement, provided that no employee will be classified as a Maintenance Helper in excess of 8 weeks in a calendar year.

(183) The rates for helper classifications will be continued at a flat rate of 10c per hour below the minimum rate of the maintenance classification to which the helper classifications attach.

General

(184) On job classifications where there are merit spread rates, the Chairman of the Shop Committee in each plant will be notified within 60 days of the date of this Agreement and each six (6) months thereafter of the names of the employees who received rate increases during the period, together with the date of such increase and the amount of such increase or the employee's current rate.

(185) Local agreements subject to Corporation and International Union approval may be negotiated locally to meet other local conditions in accordance with the principles set forth in this section.

VACATION PAY ALLOWANCES

(186) In lieu of vacation with pay, the following vacation pay allowance provisions shall apply during the term of this Agreement.

Vacation Pay Allowance Eligibility Dates

(187) There shall be two eligibility dates, June 30 or December 31, on which dates employees may qualify for a vacation pay allowance as provided hereinafter.

(188) Eligibility dates for vacation pay allowances shall be established as follows:

- (a) All employees with seniority dates between January 1 and June 30, both inclusive, and all employees with seniority dates prior to January 1, 1985, shall have June 30 as their annual vacation pay allowance eligibility date.
- (b) All employees who have seniority dates between July 1 and December 31, both inclusive, of any year subsequent to 1984, except in the year 1944, shall have December 31 as their annual vacation pay allowance eligibility date.
- (c) Employees with seniority dates between July 1 and December 31, both inclusive, in the year 1944, shall have June 30 as their annual vacation pay allowance eligibility

date until after June 30, 1959, at which time their annual vacation pay allowance eligibility date shall be changed to December 31 and shall remain December 31 thereafter.

(189) Once an employee has established an eligibility date pursuant to Paragraph (188) (a) or (b), or has had his eligibility date changed from June 30 to December 31 pursuant to Paragraph (188) (c), he shall not thereafter have his eligibility date changed even though his seniority date may thereafter be adjusted because of a formal leave of absence for personal reasons.

June 30 Eligibility Date:

(190) Forty (40) hours' pay at each employee's rate of pay, not including overtime and night shift premium, on March 15 or on June 30, whichever rate is higher, will be paid each employee (including employees compensated on group bonus or piece work, based on the average hourly earned rate for the hours worked during the pay period in which March 15 or June 30 occurs, whichever rate is higher, exclusive of overtime and night shift premium) covered by this Agreement, who had one year's seniority as of June 30 and who worked in any General Motors plant during the pay period in which June 30 occurs, or who, since May 1,

- (a) has been laid off, or
- (b) went on sick leave, or
- (c) went on leave of Absence for Military Service, or
- (d) died, or
- (e) retired or was retired under the provisions of the General Motors Hourly-Rate Employees Pension Plan.

(191) Each employe having one or more years' seniority as of June 30, who is ineligible for vacation pay under the above paragraph, shall be entitled to full vacation pay based upon his seniority, provided he has worked during 75% of the 52 pay periods ending with the last complete pay period in which June 30 occurs.

(192) Employees having three years' but less than five years' seniority as of June 30 shall receive sixty (60) hours' pay in accordance with the above provisions.

(193) Employees having five years' but less than ten years' seniority as of June 30 shall receive eighty (80) hours' pay in accordance with the above provisions.

(194) Employees having ten years' but less than fifteen years' seniority as of June 30 shall receive one hundred (100) hours' pay in accordance with the above provisions.

necessary to bring his total up to one hundred and twenty (120) hours for the year.

General Provisions

(202) An employee's "vacation pay allowance eligibility year" shall be the 52 pay periods ending with the last complete pay period in which his vacation pay allowance eligibility date occurs.

(203) An employee shall be entitled to receive a vacation pay allowance based on only one eligibility date in any twelve months' period, except as provided in Paragraphs (188) (c) and (201) for the year in which his eligibility date is changed from June 30 to December 31. Moreover, the vacation pay allowance of an employee who holds seniority in two or more General Motors plants will be computed on the basis of the longest seniority held as of his eligibility date.

(204) In computing time worked to determine whether an employee has worked during 75% of the 52 pay periods referred to above, the employee shall be given accumulated credit for work performed in any General Motors plant during the applicable period.

(205) Notwithstanding the above requirement that an employee must have at least one year's seniority as of his vacation pay allowance eligibility date in order to be eligible for a vacation pay allowance,

(197) Each employe having one or more years' seniority as of December 31, who is ineligible for vacation pay under Paragraph (196) shall be entitled to full vacation pay based upon his seniority, provided he has worked during 75% of the 52 pay periods ending with the last complete pay period in which December 31 occurs.

(198) Each employe having three years' but less than five years' seniority as of December 31, shall receive sixty (60) hours' pay in accordance with the provisions of Paragraph (196).

(199) Employees having five years' but less than ten years' seniority as of December 31, shall receive eighty (80) hours' pay in accordance with the provisions of Paragraph (196).

(200) Employees having ten years' but less than fifteen years' seniority as of December 31, shall receive one hundred (100) hours' pay in accordance with the provisions of Paragraph (196).

(201) Employees having 15 or more years' seniority as of December 31 shall receive one hundred and twenty (120) hours' pay in accordance with the provisions of Paragraph (196), except that such an employe who received a vacation pay allowance as of June 30, 1968, or June 30, 1969, shall receive only such additional vacation pay allowance as is

(195) Employees having 15 or more years' seniority as of June 30 shall receive one hundred and twenty (120) hours' pay in accordance with the above provisions.

December 31 Eligibility Date:

(196) Forty (40) hours' pay at each employee's rate of pay on December 15 or on December 31, whichever rate is higher, not including overtime and night shift premium, will be paid each employee (including employees compensated on group bonus or piece work, based on the average hourly earned rate for the hours worked during the pay period in which December 15 or December 31 occurs, whichever rate is higher, exclusive of overtime and night shift premium) covered by this Agreement, who had one year's seniority as of December 31 and who worked in any General Motors plant during the pay period in which December 31 occurs, or who, since November 1,

(a) has been laid off, or

(b) went on sick leave, or

(c) went on Leave of Absence for Military Service, or

(d) died, or

(e) retired or was retired under the provisions of the General Motors Hourly-Rate Employee Pension Plan.

- (a) has been laid off, or
- (b) went on sick leave, or
- (c) went on leave of Absence for Military Service, or
- (d) died, or
- (e) retired or was retired under the provisions of the General Motors Hourly-Rate Employees Pension Plan.

(191) Each employee having one or more years' seniority as of June 30, who is ineligible for vacation pay under the above paragraph, shall be entitled to full vacation pay based upon his seniority, provided he has worked during 75% of the 52 pay periods ending with the last complete pay period in which June 30 occurs.

(192) Employees having three years' but less than five years' seniority as of June 30 shall receive sixty (60) hours' pay in accordance with the above provisions.

(193) Employees having five years' but less than ten years' seniority as of June 30 shall receive eighty (80) hours' pay in accordance with the above provisions.

(194) Employees having ten years' but less than fifteen years' seniority as of June 30 shall receive one hundred (100) hours' pay in accordance with the above provisions.

an employee who retires or is retired under the provisions of the General Motors Hourly-Rate Employees Pension Plan, and who would otherwise be entitled to a vacation pay allowance under one of the above provisions, shall not be deprived of his vacation pay allowance for the year in which the retirement occurs solely because of the fact that seniority is broken by retirement.

(206) Any employee who retires or is retired under the provisions of the General Motors Hourly-Rate Employees Pension Plan and who is ineligible for a vacation pay allowance for his vacation eligibility year under any of the above provisions, may qualify for a vacation pay allowance in accordance with the following:

For each pay period during which he worked within his vacation pay eligibility year in which he retires or is retired, he shall be paid one fifty-second ($1/52$) of the vacation pay allowance provided for in this Agreement, for the amount of seniority he had at the time of retirement.

(207) An employee disabled from working by compensable injury or legal occupational disease shall, in computing time worked to determine whether he worked during 75% of the 52 pay periods referred to above, receive credit for pay periods he

would otherwise have been scheduled to work during the period of compensable disability, provided he has worked during at least 13 pay periods in his vacation pay allowance eligibility year and is otherwise eligible for a vacation pay allowance.

(208) In the case of an eligible employee with a June 30 eligibility date who dies after May 1st, or in the case of an eligible employee with a December 31 eligibility date who dies after November 1st, the vacation pay allowance to which he would have been entitled had he lived shall be paid to his duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependents of such person as the Corporation in its discretion may determine.

(209) In the case of an employee who goes on sick leave during one vacation pay eligibility year and retires during his next vacation pay eligibility year under the provisions of the General Motors Hourly-Rate Employees Pension Plan before returning to work, his retirement, for the purpose of this Vacation Pay Allowance Section only, shall be deemed to have occurred as of the day following his last day worked.

(210) Any person transferred into a bargaining unit covered by this Agreement shall receive no more under this Vaca-

tion Pay Allowance Section than the amount of money, if any, by which the vacation pay allowance to which he may thereafter become entitled under this Agreement during the calendar year in which such transfer occurs, exceeds the amount of pay during vacation or the vacation allowance in lieu of taking vacation which he received from the Corporation for the same calendar year.

- (211) Irrespective of any employment or unemployment on the part of such employes, payments in lieu of vacation shall be made as soon as possible but not later than forty-five (45) days after the employe's eligibility date, unless the employe elects in writing to take such payment at a later date, but in any event payment will be made not later than five (5) months after the employe's eligibility date.

HOLIDAY PAY

- (212) Employes shall be paid, as provided hereinafter, for New Year's Day, Memorial Day (or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing), Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day holidays and for half-holidays on December 24 and December 31 (hereinafter called holi-

days), providing they meet all of the following eligibility rules unless otherwise provided herein:

1. The employee has seniority as of the date of the holiday, and
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
3. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week. If the employee is required to work on December 24 during hours for which he does not receive double time pay in accordance with Paragraph 86(b), such hours shall constitute his "last scheduled work day prior to" December 24 and Christmas Day. The same rule shall apply in the case of December 31 and New Year's Day.

(213) When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.

(214) Employees eligible under these provisions shall receive eight hours pay for each of the six holidays specified in Paragraph 212 and four hours pay each for

December 24 and for December 31, computed at their regular straight time hourly rate exclusive of night shift and overtime premium. In the case of incentive workers, the employee's earned rate exclusive of night shift and overtime premium for the week in which the holidays fall, shall be used.

(215) An employee whose work is in necessary continuous seven-day operations as covered by Paragraph (87)(b) of the National Agreement shall receive holiday pay only in the event the holiday falls on one of his regularly scheduled days off, and he meets the other eligibility requirements of this Holiday Pay Section; provided, however, that such employee shall not receive holiday pay if he is scheduled to work on such day off and absents himself from scheduled work on such holiday without reasonable cause acceptable to management.

(216) Employees of a General Motors plant who obtain employment in another General Motors plant will be eligible for holiday pay during their probationary period provided they have seniority in the home plant as of the date of the holiday and they are otherwise eligible under the terms of these provisions on Holiday Pay.

(217) Employees with the necessary seniority who have been laid off in a reduction of force, or who have gone on sick leave,

or on leave of absence for military service, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.

(218) An employee who has been laid off because of model change, plant rearrangement, or inventory shall be eligible for holiday pay under these Holiday Pay provisions, for a specified holiday falling within the period of such layoff providing he meets all the following eligibility rules:

1. The employee has seniority as of the day of the holiday.
2. The employee is ineligible for holiday pay for the holiday under the other provisions of this Holiday Pay Section.
3. The employee returns to work during the work week in which the holiday falls or during the work week immediately following the work week in which the holiday falls.
4. The employee works the first day he is scheduled to work following the holiday.

(219) When a holiday, specified above, falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday.

When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday falls, he shall be eligible for pay for that holiday. For the purpose only of applying this paragraph, December 24 and December 31 shall be considered to be in the same weeks respectively as Christmas Day and New Year's Day.

(221) Employees not working in necessary continuous seven day operations who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holiday Pay Section.

(222) When any of the above-enumerated holidays falls on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under the provisions of this Holiday Pay Section.

GENERAL PROVISIONS

(223) After consultation with the Shop Committee, the Corporation shall make reasonable rules in each plant regarding smoking. Any protest against the reasonableness of the rules may be treated as a grievance.

and does not work, not to exceed a total of fourteen (14) days in any calendar year. Such compensation shall be payable only if the employee (1) gives the Corporation prior notice of such jury duty call, and (2) presents proper evidence as to the jury duty performed.

(228) With respect to any matter that is to be negotiated locally the Corporation will fully inform the Union and the Union will fully inform the Corporation, as to the limits, if any, set by higher authority upon the scope of the local negotiations.

(229) No provisions of any local agreements between local Plant Managements and Shop Committees therein shall supersede or conflict with any provisions of this Agreement.

(230) No local agreement containing a termination clause shall be terminated except in accordance with such termination clause and then only if notice of termination is countersigned by the Director of the GM Department of the International Union or the Director of Labor Relations of the Corporation as the case may be.

(231) No provision of this Agreement shall be retroactive prior to the date hereof unless otherwise specifically stated herein.

(224) Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) in emergencies, when regular employees are not immediately available; (2) in the instruction or training of employees; and (3) in the performance of necessary work when production difficulties are encountered on a job.

(225) A report of physical examination and any laboratory tests made by physicians acting for the Corporation will be given the personal physician of the individual employee involved upon the written request of the employee.

(226) Employees working on their regular shifts on pay day will be paid on the job in a manner that will not result in loss of time by the employee or loss of production. Employees who are not working on their regular shifts on pay day will be paid in accordance with the practice that is or may be established to meet local conditions.

(227) Any employee with one or more years' seniority who is called to and reports for jury duty shall be compensated by the Corporation at the rate of five (\$5.00) dollars per day for each day of jury duty performed on which the employee otherwise would have been scheduled to work for the Corporation

(220) When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday falls, he shall be eligible for pay for that holiday. For the purpose only of applying this paragraph, December 24 and December 31 shall be considered to be in the same weeks respectively as Christmas Day and New Year's Day.

(221) Employees not working in necessary continuous seven day operations who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holiday Pay Section.

(222) When any of the above-enumerated holidays falls on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under the provisions of this Holiday Pay Section.

GENERAL PROVISIONS

(223) After consultation with the Shop Committee, the Corporation shall make reasonable rules in each plant regarding smoking. Any protest against the reasonableness of the rules may be treated as a grievance.

**PENSION PLAN, INSURANCE
PROGRAM AND
SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN**

(233) The parties have provided for a Pension Plan, an Insurance Program and a Supplemental Unemployment Benefit Plan by Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement, which Supplemental Agreements are attached hereto as Exhibit "A," Exhibit "B" and Exhibit "C" respectively and made parts of this Agreement as if set out in full herein, subject to all provisions of this Agreement. No matter respecting the provisions of the Pension Plan or the Insurance Program or the Supplemental Unemployment Benefit Plan shall be subject to the grievance procedure established in this Agreement.

WAIVER

(234) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. There-

fore, the Corporation and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and the year first above written.

International Union,
United Automobile, Air-
craft and Agricultural
Implement Workers of
America, AFL-CIO

General Motors
Corporation

WALTER P. RENTNER
LEONARD W. WOODCOCK
E. S. PATTERSON
E. J. MORAN
WILLIAM T. MORAN
LEO R. HALEY
FRANK F. KLEINFELDER
SAMUEL J. SEIRMARCO
JOHN DeVITO
GEORGE A. LUTTGEN
LEON HAM
EMERY DRISCAL
RALPH J. DEWITT
CHARLES H. WINTPHAL
PAUL WADE

LOUIS G. SEATON
EARL R. BRAMBLETT
H. T. GIEROK
F. H. SCHWARZ
G. B. MORRIS, JR.
G. L. WRIGHT
H. D. GARRETT
W. S. BYRNE
K. H. MIDDLETON
R. W. CLARK
B. P. CRANE, JR.
W. A. BRUNSTAD
J. F. QUINN
F. W. ANGLE
J. C. EDWARDS
J. M. GILLEN

APPENDIX A

The parties hereto agree as follows:

1. Laid Off Employees

Employees with seniority laid off from General Motors plants in a given community and who make application will be given preference over other applicants, provided their previous experience in General Motors shows they are qualified for the job. Such application may be filed by the employee at the time of layoff at the plant from which he is being laid off. The Corporation will establish a procedure for making the applications available to the General Motors plants in the community. When employed, such employees will have the status of temporary employees in the plant where hired in accordance with Paragraphs 56 and 57 of the National Agreement.

2. Defense Leaves

Employees with seniority working on commercial jobs who have a specialized skill which is not being utilized may make application for defense work on their higher skill in another General Motors plant in the same community and such application will be given preference over new hires, provided the applicant can do the work. (For example, armour plate welders, stress welders, and similar skills.) The employee may file his application directly with the defense plant or at the plant where he is employed with the request that it be forwarded to the defense plant in the community in which the applicant desires to work. Upon being

hired, such employees will be granted a defense leave of absence by the home plant.

3. General Provisions

An employee who obtains employment in another General Motors plant on defense work will not be obligated to report back to the home plant in order to protect his seniority, as long as he retains such defense work, until and unless recalled to a defense job requiring skill comparable to the skill required on the defense job he holds. As long as the employee retains such defense job, Management will not be obligated to recall him to the home plant except as provided in Paragraph 4 below.

4. When such employee is laid off by the plant where he obtained a job under Paragraphs 1 and 2 above, he shall notify the home plant, within three working days. After receipt of such notice, if work is available, the home plant will recall him in line with the provisions of the local seniority agreement within seven calendar days. If he fails to report, Paragraph 64 of the National Agreement shall apply.

5. Any complaints regarding the application of these provisions in any plant may be taken up with Local Management of that plant by the local Shop Committee and if not resolved may be reviewed by the Personnel Staff of the Corporation and the International Union; however, the above provisions shall not be the basis for any claims for back wages or any form of retroactive adjustments.

APPENDIX B

**Periods For Employees In Training To Qualify
For Journeyman Status pursuant to Paragraph
(174) of the Skilled Trades Section**

MAINTENANCE SKILLED CLASSIFICATIONS

Six Years

Electrician
Machine Repair Machinist
Inspector—Machinery and Equipment
Power House—Shift Engineer

Five Years

Blacksmith
Bricklayer—Furnace Builder
Carpenter
Machine Repair Machine Operator—
General
Millwright
Painter and Glazier
Pipefitter
Plumber
Tinsmith
Welder—Gas and Arc
Acetylene Equipment Repair
Adjuster—Pyrometer and Heat
Control Instrument
Building Repair—General
Crane Repairman
Instrument Repair—Miscellaneous
Lead and Chemical Equipment Repair
Molding Machine Repair
Sewing Machine Repair
Structural Steel Layout and Fabrication

Test Equipment—Construction and
Maintenance
Tool Repair—Portable Power Driven
Truck Repair—Gas and Electric
Welding Equipment Maintenance
and Repair
Power House—Boiler Operator
Power House—Repairman
Refrigeration Control Man

Four Years

Machine Repair Machine Operator
—Boring
Machine Repair Machine Operator
—Grinder
Machine Repair Machine Operator
—Lathe
Machine Repair Machine Operator
—Milling
Machine Repair Machine Operator
—Planer
Machine Repair Machine Operator
—Shaper
Gas Generator Operator
Power House—Fireman
Power House—Pipeline and Utility
Checker
Power House—Sub-Station Operator
Power House—Turbine or Engine
Operator

**TOOL AND DIE SKILLED
CLASSIFICATIONS**

Six Years

Blank Developer Body Dies

Casting Layout
 Panel Checker
 Checker—Model and Die
 Die Maker—Sheet Metal Dies
 Die Maker—Die Cast Dies
 Die Repair—Sheet Metal Dies
 Die Sinker Chaser and Engraver—
 Hardware
 Die Tryout—Toggle Press
 Die Tryout—Crank Press
 Inspector—Tool, Die and Fixture
 Jig Builder
 Jig Repair
 Checking Fixture Builder
 Machine Builder
 Model Maker—Wood
 Mold Maker—Die Plastic
 Tool Trouble Man
 Template and Model Checker
 Template Maker
 Tool Maker
 Tool and Die Maker—Small Dies
 Tool Maker—Bender
 Machinist—Tool Room
 Tool Gauge and Fixture Repair
 Die Maker—Hot Forging—Trimmer Dies
 Die Maker—Cold Forging—Trimmer Dies
 Die Repair—Drop Forge Dies
 Die Sinker
 Die Sinker—Upset Dies
 Die Finisher—Forging Dies

Five Years

Hardener
 Inspector—Layout
 Blacksmith

Machine Tool Operator—General
Punch Finisher
Welder—Die
Welder—Arc and Gas—Layout
Die Assembler (Forging) Upset
Grinder—Roll Dies—Hand

Four Years

Chipper Grinder and Surfacar
Cutter Grinder
Keller Operator
Duplicator—E Type
Duplicator—G & L—BL
Hydro. Tel. Operator
Inspector—Standard Tool
Jig Borer—Vertical
Precision Boring and Contour Mill
Equipment Operator
Saw Operator—Band Saw
Template Maker—Filers and
Rough Layout
Boring Mill Operator
Boring Mill Operator—Layout
Radial Drill Operator
Filing Machine Operator—Stationary
Grinder Operator
Grinder Operator—Blanchard
Lathe Operator
Milling Machine—Vertical and Horizontal
Planer Operator
Gray Milling Planer Operator
Planer Type Mill Operator
Special Giddings and Lewis Planer Type
Mill
Special Ingersoll Planer Type Mill
Screw Machine Operator—Automatic

Screw Machine Operator—Hand
Shaper Operator
Slotter Operator
Working Machine Operator—
Pattern

PATTERN SKILLED CLASSIFICATIONS

Six Years

Pattern Layout
Pattern Checker
Pattern Maker Metal Bench
Pattern Maker Metal Machine
Pattern Maker Wood Bench
Pattern Repair

ENGINEERING SKILLED CLASSIFICATIONS

Six Years

Draftsman—Checker
Draftsman—Layout
Draftsman—Designer
Plant Layout Man
Metal Worker—Body
Metal Forming—Power Hammer
Model Maker
Sheet Metal Worker
Woodworker or Model Maker
Woodworker—Bench
Sample Maker—Hardware
Process Man
Sample Maker—Radiator

Five Years

Blacksmith

Metal Working Machine Operator
Welder—Experimental

Four Years

Draftsmen—Detailer
Trim Stencil Maker & Electric Knife
Cutter
Inspector—Parts
Woodworking Machine Operator—Shaper

**ENGINEERING SKILLED
CLASSIFICATIONS**

Shaper
Draftsmen—Checker
Draftsmen—1st Year
Draftsmen—2nd Year
First Layout Man
Steel Worker—Boiler
Model Maker
Sheet Metal Worker
Woodworker or Model Maker
Pattern Maker—Boiler
Pattern Maker—Machine
Pattern Maker—Hand

APPENDIX C

The parties hereto agree as follows:

1. An employe in training under the Skilled Trades Section who enters active service in the Armed Forces while engaged in such training and who subsequently completes such training and is reclassified in the skilled trades classification, shall be given full credit for the period of service in the Armed Forces in establishing his seniority date in his skilled trades classification.
2. Any employe whose seniority date is adjusted as a result of a Formal Leave of Absence for Personal Reasons, in accordance with Paragraphs 104 and 105 of the National Agreement shall have an equal adjustment made in any date of entry or seniority status he may have established under the Skilled Trades Section of the National Agreement.

APPENDIX D

INTERPRETATION OF PARAGRAPH 4 THRU 4(c) AND PARAGRAPH 57

**Rules for Computing Seniority of Employees
Who Acquire Seniority by Working 90 Days
Within Six Continuous Months, and Computing
the Period Specified in Paragraph 4 thru 4(c)**

1. Credit toward acquiring seniority will begin with the first day worked by the new employee and will include the subsequent days of that pay period.
2. Thereafter during six consecutive months until he acquires seniority he will receive credit for seven days for each pay period during which he works except that credit will not be given for any days the employee is on layoff.
3. No credit will be given for any pay period during which for any reason, the employee does not work except as provided in Paragraph 108.
4. Unless the employee is at work on the 90th day of his accumulated credited period, he must work another day within his probationary period to acquire seniority. If the 90th day of his accumulated credited period falls on a holiday, the employee will be considered as having seniority as of the holiday.

GENERAL MOTORS CORPORATION

INTER-ORGANIZATION LETTERS ONLY

October 9, 1958

SUBJECT

Preferential Employment
For Laid-off General Motors
Journeymen

TO

General Managers
Personnel Directors

The matter of giving preferential employment opportunities to laid off journeymen and displacing non-journeymen working in skilled trades classifications in our plants, was discussed at length during recent negotiations with the UAW.

Some of the points considered in the discussion were the following: Severe fluctuations in employment in "job shops" for short periods could result in unnecessary, temporary disruptions of the skilled trades work force to the detriment of General Motors employees; employees in training, with long service in General Motors and approaching the time when they would attain journeyman status in the trade, would run the risk of being displaced by short service journeymen from other companies; preferential employment opportunities for non-GM journeymen could disadvantage our own journeymen seeking employment in our plants.

There are occasions, however, when laid off General Motors journeymen can be hired in other GM plants to satisfy the needs for skilled manpower and, in some instances, to replace employees recently transferred from production jobs to employee in training status. In view of the foregoing, the following is General Motors policy with respect to the

employment of journeymen laid off from General Motors plants:

Laid off General Motors skilled trades journeymen with seniority who have no prospects of being recalled to the plant in which they hold seniority will be given preferential consideration for employment in other General Motors plants to fill openings in their trade or to displace employees-in-training in their trade, provided that the laid off journeyman applicant meets the usual employment qualifications and can do the job and provided further that the laid off journeyman's seniority as a journeyman is greater than the date of entry seniority status of the employee-in-training who would be displaced.

It is recognized that local circumstances may have to be taken into consideration in the application of this policy and any problems arising out of its application may be reviewed between Local Management and the Shop Committee. Any such problems which cannot be resolved locally may be referred to the GM-UAW Skilled Trades Committee for review.

A copy of this letter has been given to the International Union, UAW.

LOUIS G. SEATON
Vice President

Text of Letter from Mr. Gordon to General Managers

Re: Sub-Contracting

During the recent contract negotiations with the UAW, the subject of sub-contracting was discussed at length. The Union fully recognizes that the Corporation has neither the equipment nor the personnel to handle its own construction work and for that reason such work is usually done by contractors.

The situations which develop into problems

in our relations with employees involve sub-contracting of maintenance and in some cases certain tool and die work. In this area, there is recognition by the Union that among other things:

- 1) It is necessary to contract work which requires specialized tools or equipment and special skills.
- 2) Work similar to work usually done by our own employees must in some instances be contracted in order to meet production schedules, model change or rearrangement deadlines. Some projects must be done over a holiday or weekend when production is not scheduled.
- 3) Certain equipment must be installed by vendors as a condition of his guaranteeing of proper performance.

The Union cited these situations which create friction:

- 1) Contractor's employees doing work in the plant similar to the work done by our employees when:
 - (a) Our employees in the same trade are laid off, or,
 - (b) The contractor's employees work overtime hours when our employees in the same trade are not scheduled to work.
- 2) Tool and die work of the kind done by our employees being sub-contracted at a time when our employees are on short hours.
- 3) Sub-contractors working long overtime hours on our work when our employees on similar work are scheduled to work only 40 hours.

With this background the following is a statement of General Motors' policy on sub-contracting.

It is our intent and desire to utilize our own

skilled trades employees to do the kind of work they have customarily done in our plants in the past, to the extent that it is practicable and economical to do so. We have neither the equipment nor the personnel to do all of the maintenance and tool and die work in our plants.

The decision as to whether a given project can be done by our employees or sub-contracted, requires good managerial judgment, giving full consideration to our policy and the requirements to meet production schedules, model change and plant rearrangement time tables.

In some cases, after contracts have been let, unforeseen circumstances develop as a result of which work opportunities for our own employees are reduced at the time work is started on the contract or before it is completed. It is important, therefore, in these cases that the facts be reviewed promptly with the proper representatives of our employees in an effort to avoid misunderstandings.

To assure that the impact of sub-contracts upon employee relations is given proper consideration, the Director of Personnel should be a member of the Management group which approves sub-contracts involving skilled trades work such as that usually done in the plant by our employees.

GENERAL MOTORS CORPORATION

INTER-ORGANIZATION LETTERS ONLY

October 2, 1958

SUBJECT

Weekly Lists of New Hires

TO

General Managers and Personnel
Directors, Plants covered by
GM-UAW National Agreement

The following paragraph is quoted from the June 20, 1950 letter from the Vice President

in Charge of Personnel on the subject "Application of Union Security Provisions, GM-UAW National Agreement dated May 29, 1950":

"The International Union has requested that, as a means of assisting the local unions to maintain accurate records, Management furnish the financial secretary of the local union weekly with a list of the names and clock numbers of employees hired into the bargaining unit. We see no objection to complying with this request."

During current negotiations the International Union - UAW has been advised that it is the Corporation's intention under the new National Agreement to continue furnishing weekly the list of names and clock numbers of employees newly hired in the bargaining unit.

A copy of this letter has been given to the International Union, UAW.

LOUIS G. SEATON
Vice President

GENERAL MOTORS CORPORATION

INTER-ORGANIZATION LETTERS ONLY

October 2, 1958

SUBJECT

Jury Duty Pay

TO

**General Managers
Personnel Directors**

The GM-UAW National Agreement contains the following provisions regarding compensation to hourly rated employees who are required to lose work in connection with jury duty:

"(227) Any employee with one or more years' seniority who is called to and re-

ports for jury duty shall be compensated by the Corporation at the rate of five (\$5.00) dollars per day for each day of jury duty performed on which the employee otherwise would have been scheduled to work for the Corporation and does not work not to exceed a total of fourteen (14) days in any calendar year. Such compensation shall be payable only if the employee (1) gives the Corporation prior notice of such jury duty call, and (2) presents proper evidence as to the jury duty performed."

These provisions apply only to employees who lose time from scheduled work by virtue of being summoned, subpoenaed, or served with other notice prescribed by applicable law. In localities where letters of solicitation for jury duty are used, the above provisions do not apply. In order to be eligible for jury duty pay, an employee must report for jury duty service as required, but in such cases, it is not necessary that he actually serve on the jury on the particular day.

When an employee is legally required to report for jury duty and, pursuant to such requirement, is absent from work for only part of his scheduled work day, he will be paid jury duty pay, not to exceed the \$5.00 per day limit to make up for the wages lost. The combination of jury duty pay and wages earned, in any event, should not exceed the amount of gross pay the employee would have received had he worked all his scheduled hours of the day. In cases where jury duty pay supplements wages earned on a day and the amount of such supplement is less than \$5.00 per day, wages may be supplemented for more than fourteen days provided the total amount of such supplemental pay in any calendar year does not exceed \$70.00.

These interpretations of the jury duty pay provisions of the National Agreement are

agreeable to the International Union, UAW, with whom they have been discussed. A copy of this letter has been given to the International Union.

LOUIS G. SEATON
Vice President

GENERAL MOTORS CORPORATION

INTER-ORGANIZATION LETTERS ONLY

October 2, 1958

SUBJECT

Employment Policies and Procedures

TO

All General Managers
All Personnel Directors
(Plants Covered by GM-UAW
National Agreement)

At the present time employment opportunities are improving throughout General Motors and a number of plants have exhausted their lists of laid off employees with seniority or will soon exhaust the lists of such employees. In certain plant communities some GM plants may not be able to recall all of their laid off employees despite the improvement in general business conditions.

In view of these facts, your attention is directed to the provisions of Appendix A of the new National Agreement between GM and the UAW in which General Motors has agreed to continue the "area hiring" provisions of the June 12, 1955 Agreement in order that laid off GM employees may be given proper consideration for employment in other GM plants in the same labor market area. It is important that you review with those concerned in your plant community the method for carrying out this preferential hiring procedure to make sure that any improvements suggested by experience are put into effect.

The following features of preferential hiring procedures are recommended for your consideration in this connection.

1. It is desirable that forms for applying for preferential hiring consideration be made available to all seniority employees at the time they are laid off in a reduction in force.

2. Provision should be made to give the applicant evidence that he has applied. This may be in the form of a validated carbon copy of the application or a validated numbered stub similar to the SUB application receipt stub.

3. In each area in which there are more than two plants, a list of all applicants for preferential hiring consideration should be prepared periodically during periods when one plant is hiring and one or more other plants have seniority employees laid off. This list should be available to all GM plants in the area who are hiring and should show such pertinent information as name, seniority date, plant code identifying the plant from which he was laid off, last GM occupational code, highest GM occupational code held in the plant and week of separation.

4. In the plant cities where there are only two GM plants, the applications may be exchanged between the plants, provided copies are retained by the home plant, otherwise lists should be prepared in accordance with item 3 above.

Attached for your convenience is a copy of an up-to-date list of plants combined by areas for applying the hiring policies.

A copy of this letter has been furnished to the International Union.

Any questions concerning this procedure should be referred to members of the Personnel Staff.

LOUIS G. SEATON
Vice President

October 1, 1956

**(I). M. PLANTS POOLING
APPLICATIONS OF
LAID-OFF EMPLOYEES**

Community Code	State	City	Plants involved
A.	Cona.	Bristol Meriden	New Departure New Departure
B.	N. Y.	Tarrytown Tarrytown	Chevrolet Fisher Body
C.	N. Y.	Lockport Lockport	Harrison Rad.-West Harr. Rad.- Washburn
D.	N. Y.	Tonawanda Tonawanda Tonawanda Buffalo Buffalo	Chev. Forge Chev. Foundry Chev. Motor Chevrolet Harr. Rad. Kensington
E.	N. J.	Bloomfield Harrison Clark Linden Fairlawn	Chevrolet Hyatt Hyatt B. O. P. GM Overseas
F.	Md.	Baltimore Baltimore	Chevrolet Fisher Body
G.	Ohio	Cleveland Cleveland Cleveland Cleveland Euclid Euclid Elyria	Cadillac Tank Chevrolet Cleveland Diesel Fisher Body Euclid Road Machinery Fisher Body Brown-Lipe-Chapin
H.	Ohio	Dayton Dayton	Aeroproducts Morrise Products
I.	Ohio	Hamilton Norwood Norwood	Fisher Body Chevrolet Fisher Body
J.	Ga.	Doraville Doraville Atlanta Atlanta	Chev. Parts Warehouse Chevrolet Fisher Body
K.	Ind.	Anderson Anderson Muncie Muncie	Delco-Remy Guide Lamp Chevrolet Delco Battery
L.	Ind.	Indianapolis Indianapolis	Allison Chevrolet

Community Code	State	City	Plants Involved
M.	Mich.	Detroit	Cadillac
		Detroit	Chevrolet Forge
		Detroit	Chevrolet Gear
		Detroit	& Axle
		Detroit Diesel	
		Detroit	Fisher-21
		Detroit	Fisher-23
		Detroit	Fisher-37
		Detroit	Fisher-40
		Detroit	Fisher-Central
		Detroit	Eng.
		Detroit	Fisher-Die Design
		Detroit	Fisher-Fleetwood
		Detroit	Ternstedt
		Detroit	Fisher
		Detroit	Chev. Sp. & Bmfr.
		Detroit	Chev. Eng. Center
		Detroit	GM Styling
		Detroit	GM Eng. Staff
		Detroit	Parts & Fab.
		Detroit	Research Staff
		Detroit	Service Section
		Detroit	Detroit Diesel
		Detroit	Del. Trans. Div.
		Detroit	Chev. Parts Whse.
N.	Mich.	Pontiac	Fisher Body
		Pontiac	GM Truck & Coach
		Pontiac	Pontiac Motor
O.	Mich.	Flint	AC Spark Plug
		Flint	Buick
		Flint	Chev. Flint Engine
		Flint	Chev. Frame & Stamp.
		Flint	Chev. Mfg.
		Flint	Chev. Assembly
		Flint	Fisher #1
		Flint	Fisher #2
		Flint	Fisher
		Flint	Chev. Pte. Whse.
		Flint	Ternstedt
P.	Mich.	Bay City	Chevrolet
		Saginaw	Central Foundry
		Saginaw	Chev. Sag. Grey Iron
		Saginaw	Chev. Sag. Serv. Mfg.
		Saginaw	Chev. Sag. Trans.
		Saginaw	Sag. Steering Gear
Q.	Mich.	Lansing	Fisher Body
		Lansing	Oldsmobile
R.	Mich.	Grand Rapids	Diesel Equipment
		Grand Rapids	Fisher Body #1
		Grand Rapids	Fisher Body #2

Community Code	State	City	Plants Involved
S.	Ill.	Chicago	Fisher Willow Springs
		Chicago	Electro-Motive #2
		La Grange	Electro-Motive #1
T.	Wis.	Janesville	Chevrolet
		Janesville	Fisher Body
U.	Mo.	St. Louis	Chevrolet
		St. Louis	Chev. Pts. Whse.
		St. Louis	Fisher Body
V.	Mo.	Kansas City	Chevrolet
		Kansas City	Fisher Body
	Kans.	Kansas City	B. O. P.
		Olathe	Delco Remy Battery
W.	Calif.	Oakland	Chevrolet
		Oakland	Fisher Body
X.	Calif.	Van Nuys	Chev. Pts. Whse.
		Van Nuys	Chevrolet
		Van Nuys	Fisher Body

DIE MAKING

Shop Training Schedule

	Approx. Hours
1. Tool Crib	160
2. Lathe	700
3. Shaper & Planer	625
4. Grinders External Internal Surface Cutter	743
5. Milling Machines, Jig Borer, Boring Mills & Keller	1100
6. Heat Treat	260
7. Bench—Including Tryout—Including Plastics as performed by Die Makers	3243
8. Optional	500
9. Safety Instruction	-----
Total	7328

Suggested Related Training

Review of Arithmetic
Shop Algebra
Shop Geometry
Shop Trigonometry
Shop Drawing (Basic Principles,
Blueprint Readings & Die Design)
Heat Treatment of Iron & Steel
Strength of Materials
Electives (to be selected by Plant)

Total

672

Shop & Related Training—TOTAL
Initiated by ESP, LRH and FLS
See GM Lit. #264

8000 Hours

ELECTRICAL

Shop Training Schedule

	Approx. Hours
1. Rebuild & Repair Electrical Equipment (a) Motors (c) Instruments (b) Meters (d) Solenoids	1000
2. Construction & Installation (a) Pipes (c) Control Panels (e) High Voltage Equipment (f) Hook-Up-Generators, Transformers & Motors (g) Planning & Job Layout (b) Conduit (d) Machine Tools	1800

Shop Training Schedule	Approx. Hours
3. General Building--Maintenance	1000
(a) Testing, Locating & Repairing	
(1) Lighting & Power Circuits	
(2) Cranes	
(3) Elevators, etc.	
4. General Machine--Maintenance	1580
(a) Production Machines, Incl.	
(1) Welding Equipment	
(2) Induction Heating	
(3) Electro-Magnetic Equipment	
(4) Electro-Chemical Equipment	
(b) Small Power Tools	
5. Electrical Truck Maintenance & Repair	200
6. Electronic Equipment & Controls	1248
(a) Trouble Shooting & Repair	
(b) Construction & Installation of Control Equipment	
7. Optional	500
8. Safety Instruction	---
Total	7328

Suggested Related Training

Review of Arithmetic
 Shop Algebra
 Shop Geometry
 Shop Trigonometry
 Shop Drawing (Basic Principles &
 Advanced Electrical Drawings)
 Blueprint Reading--Electrical Circuits
 Physics
 AC & DC Circuits
 Electric Motors & Transformers
 Industrial Electronics
 National Electrical Codes
 Electives (to be selected by Plant)

Total 672

Shop & Related Training--TOTAL. 8000 Hours

Initialed by ESP, LRH and FLS
 See GM Ltr. # 264

MACHINE REPAIR

Shop Training Schedule	Approx. Hours
1. Tool Crib	100
2. Shaper & Planer	625
3. Lathe	900
4. Milling Machines	1100

Shop Training Schedule	Approx. Hours
5. Grinders	800
External	
Internal	
Surface	
Cutter	
6. Bench & General Repair—Plant Areas	3043
(Includes Drill Press Hydraulics)	
7. Optional	700
8. Safety Instruction	...
Total	7328
Suggested Related Training	
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles,	
Advanced Drawings & Machine	
Design)	
Blueprint Reading	
Heat Treatment of Iron & steel	
Strength of Materials	
Hydraulics	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training—TOTAL	8000 Hours
Initialed by ESP, LRH and FLS	
See GM Ltr. # 264	

SHEET METAL WORKER AND/OR TINSMITH

Shop Training Schedule	Approx. Hours
1. Elementary Practices	910
Layout & Sketches	
Cutting & Shear Operations	
Metal Forming	
2. Soldering	300
3. Sheet Metal Fabrication	910
Hand & Power Tools	
4. Construction & Installation	2030
Safety Guards, Ducts, Heating &	
Ventilating Systems, Brazing &	
Welding, etc.	
5. General Maintenance	1300
Field and Shop Repair	
6. Design, Layout, Sketching &	1448
Estimating	
7. Optional	440
8. Safety Instruction	...
Total	7328

Suggested Related Training	Approx. Hours
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles & Projection)	
Sheet Metal Layout	
Blueprint Reading	
Strength of Materials	
Heating, Ventilating & Air Conditioning	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training—TOTAL	8000 Hours
Initialed by ESP, LRH and FLS	
See GM Ltr. #284	

BRICKLAYING

Shop Training Schedule	Approx. Hours
1. Building Repairs	3214
Mortar & Bonds	
Use of Tools & Equipment	
Job Planning & Layout	
2. Building Construction	1807
Building Design & Construction	
Layout & Planning	
Mortar & Bonds	
Use of Tools & Equipment	
3. Furnace Construction & Repair	1807
Refractories & Bonds	
Use of Tools	
Job Planning & Layout	
Principles of Furnace Design	
4. Optional	800
5. Safety Instruction	
Total	7328
Suggested Related Training	
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles & Advanced)	
Blueprint Reading & Sketching	
Physics	
Chemistry	
Industrial Materials	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training—TOTAL	8000 Hours
Initialed by LRH, RP and FLS	
See GM Ltr. #270	

Shop Training Schedule	Approx. Hours
6. Installation & Maintenance Heating Air Conditioning Refrigeration Ventilating Systems	700
7. Optional	800

8. Safety Instruction	
Total	7328

Suggested Related Training	
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles & Advanced Drawing)	
Blueprint Reading & Sketching	
PHYSICS	
Hydraulics	
Heating & Ventilating	
Code & Shop Theory	
Electives (to be selected by Plant)	

Total	672
Shop & Related Training -- TOTAL.	8000 Hours

Initialed by LRH
See GM Ltr. # 270

TOOL MAKING

Shop Training Schedule	Approx. Hours
1. Tool Crib	180
2. Lathes	1000
3. Shaper—Planer—Slotter	750
4. Milling Machines, Jig Borer & Boring Mill	1100
5. Bench—Including Plastic as performed by Tool Maker	2308
6. Grinders Internal External Surface Cutter	950
7. Heat Treat	280
8. Optional	800
9. Safety Instruction	
Total	7328

CARPENTER

Shop Training Schedule		Approx. Hours
1. Basic Carpentry	Use of Carpenter Hand Tools Wood Worker Machines Layout & Planning	1500
2. Construction & Installation	Buildings Machine Footings, Forms, etc. Production Equipment Office Construction	2300
3. Maintenance & Repair	Buildings Production Equipment Office	2028
4. Advanced Carpentry	Special Furniture Desks Tables, etc.	700
5. Optional		
6. Safety Instruction		

Suggested Related Training		Total
Review of Arithmetic		800
Shop Algebra		7328
Shop Geometry		
Shop Trigonometry		
Shop Drawing (Basic Principles & Advanced)		
Blueprint Reading & Sketching		
Physics		
Use of the Steel Square		
Electives (to be selected by Plant)		

Shop & Related Training—TOTAL	672
Initialed by LRH, RP and FLS	8000 Hours
See GM Ltr. #270	

HARDENER—TOOL & DIE

Shop Training Schedule		Approx. Hours
1. Use of Departmental Equipment	Operating Furnaces, Controls, etc.	800
2. Steel Treating—Carbon & Alloy Steels	Annealing, Drawing, Hardening Carburizing, Cyaniding, Nitriding, Normalizing, etc.	3788
3. Special Steels & Processes	Testing—Spark, Hardness, etc. Hi-Speed Tools Die Steels	600

Suggested Related Training	Appras. Hours
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles & Projection)	
Sheet Metal Layout	
Blueprint Reading	
Strength of Materials	
Heating, Ventilating & Air Conditioning	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training—TOTAL	8000 Hours
Initialed by ESP, LRH and FLS	
See GM Ltr. #264	

BRICKLAYING

Shop Training Schedule	Apprex. Hours
1. Building Repairs	3214
Mortar & Bonds	
Use of Tools & Equipment	
Job Planning & Layout	
2. Building Construction	1607
Building Design & Construction	
Layout & Planning	
Mortar & Bonds	
Use of Tools & Equipment	
3. Furnace Construction & Repair	1607
Refractories & Bonds	
Use of Tools	
Job Planning & Layout	
Principles of Furnace Design	
4. Optional	900
5. Safety Instruction	—
Total	7328

Suggested Related Training	
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles & Advanced)	
Blueprint Reading & Sketching	
Physics	
Chemistry	
Industrial Materials	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training—TOTAL	8000 Hours
Initialed by LRH, RP and FLS	
See GM Ltr. #270	

Suggested Related Training	Approx. Hours
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles, Advanced Drawing & Tool Design)	
Blueprint Reading	
Heat Treatment of Iron & Steel	
Strength of Materials	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training--TOTAL	8000 Hours
Initialed by LRH, RP and FLS	
See GM Ltr. #270	

TOOL & DIE MAKER

Shop Training Schedule	Approx. Hours
1. Tool Crib	180
2. Lathe	800
3. Shaper, Planer & Slotter	750
4. Grinders	800
Internal	
External	
Cutter	
Surface	
5. Milling Machines, Jig Borer & Boring Mills	1100
6. Heat Treat	280
7. Bench--Including Plastic as performed by Tool & Die Maker	2758
8. Optional	700
9. Safety Instruction	
Total	7328

Suggested Related Training	Approx. Hours
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles, Advanced Drawing, Tool & Die Design)	
Blueprint Reading	
Heat Treatment of Iron & Steel	
Strength of Materials	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training--TOTAL	8000 Hours
Initialed by LRH	
See GM Ltr. #270	

WELDING

Shop Training Schedule

	Approx. Hours
1. Care & Use of Welding Equipment Torch Gauges Cylinders Regulators Lines, etc.	400
2. Gas Welding Cast Iron Brass Aluminum Sheet Metal, etc.	1250
3. Arc Welding Downhand Vertical Horizontal Overhead	2250
4. Pipe Welding New Construction & Repair	1000
5. Torch Soldering, Lead Welding & Burning, etc.	328
6. Non-Ferrous Welding Special Processes	200
7. High Alloy Steel Welding Hard Surface Welding High Speed, Oil, Air & Water Hardening Stainless	1100
8. Optional	800
9. Safety Instruction	800
Total	7328
Suggested Related Training	
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Drafting (Basic Principles & Construction Drawing)	
Blueprint Reading	
Theory of Welding	
Strength of Materials	
Physics	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training—TOTAL	8000 Hours

Initiated by LRH
See GM Ltr. # 272

PATTERNMAKING—METAL

Shop Training Schedule	Approx. Hours
1. Crib & Storage Patterns Materials	120
2. Lathe	750
3. Shaper	300
4. Milling-Profiling, Boring, etc.	1300
5. Pattern Making—Bench & Repair	3208
6. Application & Use of Cores	350
7. Layout & Design	500
8. Optional	800
9. Safety Instruction	—

Total 7328

Suggested Related Training

Review of Arithmetic
 Shop Algebra
 Shop Geometry
 Shop Trigonometry
 Shop Drawing (Basic Principles,
 Advanced Drawing & Pattern
 Design)
 Blueprint Reading & Sketching
 Machine Shop Theory
 Foundry Shop Theory
 Strength of Materials
 Electives (to be selected by Plant)

Total 672

Shop & Related Training—TOTAL 8000 Hours

Initiated by LEH
 See C.M.I. Form 276

PATTERNMAKING—WOOD

Shop Training Schedule	Approx. Hours
1. Crib & Storage Patterns Materials Preparing Glue	120
2. Use & Care of: Hand Tools Lathe Jointer Router Planer Band Saw Sanders, etc.	800

Shop Training Schedule		Approx. Hours
3. Basic Pattern Making—Inc Repair	Wood Plaster & Wood Match Plates Other Materials	2300
4. Application & Use of Cores		250
5. Metal Check & Inspection		350
6. Advanced Pattern Making— Inc. Repair		2608
7. Optional		870
8. Safety Instruction		7328

Total

Suggested Related Training

Review of Arithmetic
Shop Algebra
Shop Geometry
Shop Trigonometry
Shop Drawing (basic principles,
Advanced drawing & Pattern
Design)
Blueprint Reading & Sketching
Machine Shop theory
Foundry Shop theory
Strength of Materials
Electives (to be selected by Plant)

672

8000 Hours

Total

Shop & Related Training—TOTAL

Initialed by LRH
See GM Ltr. #276

MODEL MAKING—WOOD

Shop Training Schedule

1. General Introductory Basic Model Making Use of glue, shellac, plastic, & low temperature melting metals Blueprint analysis Care & use of all woodworking hand tools	Approx. Hours 1050
2. Care & Use of Woodworking Machine Tools Band saw, circular rip saw, circular cutout saw, jig saw, circular sander, drum sander, spindle shaper, drum shaper, turning lathe, grindstone & buffer, jointer, radial drill, router, planer, etc.	480
3. Template Layouts & Template Making	1000
4. Advance Model Making	2032
5. Pattern Making	250

XOII

Shop Training Schedule	Approx. Hours
6. Optional	916
7. Safety Instruction	
Total	7328
Suggested Related Training	
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Logarithms	
Trigonometry	
Shop Drawing (Basic Principles, Advanced Drawing)	
Blueprint Reading	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training--TOTAL	8000 Hours
Initiated by L.R.H. See GM Ltr. #276	

DIE DESIGN

(Body Manufacturing)

Shop Training Schedule	Approx. Hours
1. Blank Nesting	455
2. Design of Simple Dies	1210
Blank & Pierce	
Pierce & Cutoff	
Cutoff & Form	
Form & Flange	
Draw	
3. Design	2726
Draw Die	
Trim & Pierce Die	
Blank Die	
Flange	
Cutoff Die	
Ham Die	
Progressive Die	
Cam Die, etc.	
4. Design Press Equipment	316
5. Layout	1249
Panel Tipping	
Development of Trim Lines, Binder Lines, etc.	
6. Processing	304
7. Engineering Changes	182
8. Optional	916
9. Safety Instruction	
Total	7328

Suggested Related Training	Approx. Hours
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles, Advanced Drawings & Die Design)	
Blueprint Reading	
Physics	
Practical Mechanics	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training—TOTAL.	8000 Hours
Initiated by ESP, LRH and RP See GM Ltr. #282	

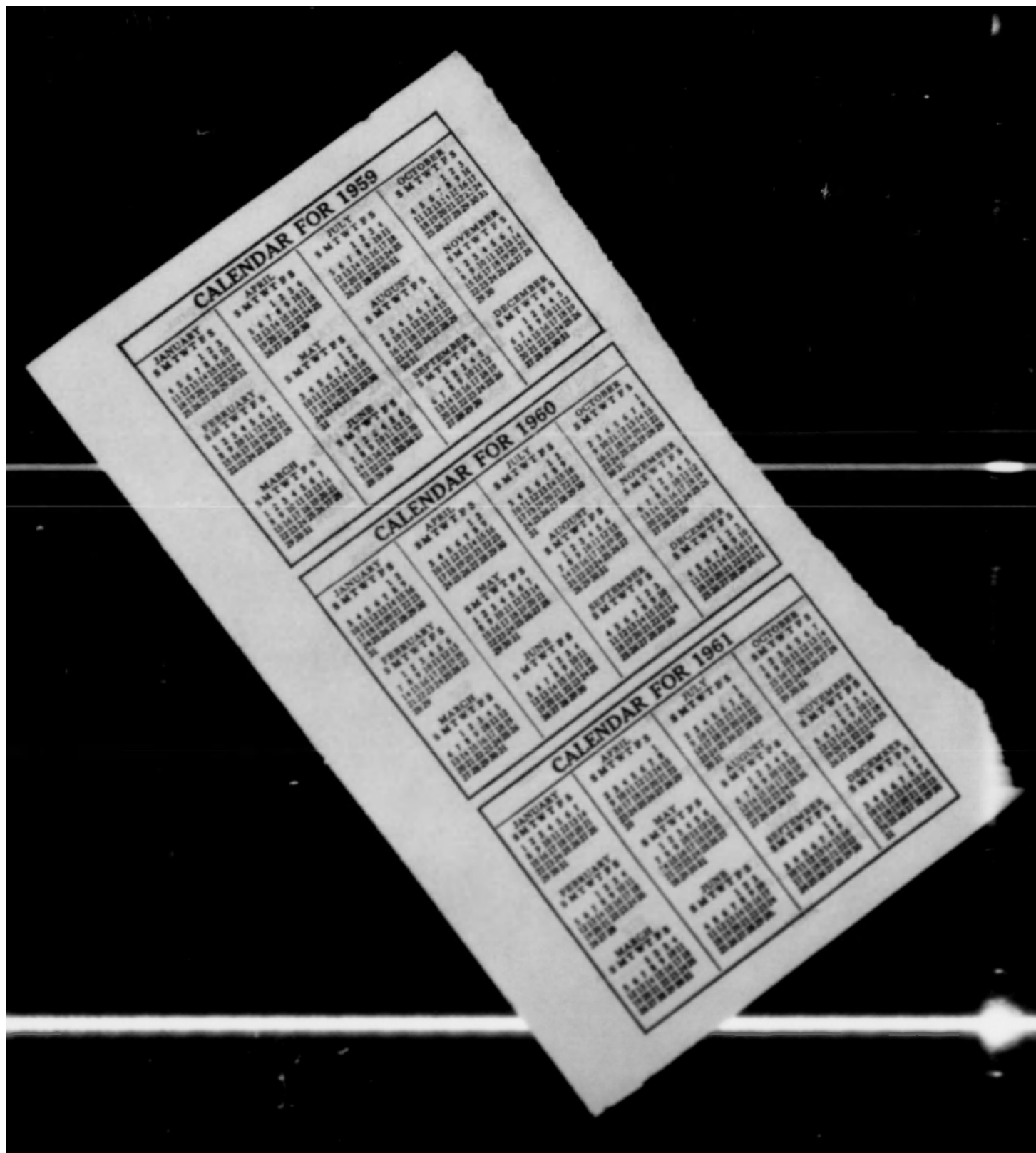
MILLWRIGHT

Shop Training Schedule	Approx. Hours
1. General Maintenance Equipment, Cranes, Hoists, Balers, Conveyors, Furnaces, Drive Mechanisms, etc. Buildings & Elevators	2000
2. Dismantling, Moving & Installation Machinery, Equipment, Conveyors, Washers, Collectors, Fans, Furnaces, etc.	2278
3. Construction— Installation Crisbs, Scaffolds, Reinforcing Steel, Footings, Installation Electric Motors & Equipment (does not include wiring), etc.	1600
4. Layout Assignments Sketching & Estimating	400
5. Optional	1050
6. Safety Instruction	
Total	7328
Suggested Related Training	
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles & Advanced Drawings)	
Blueprint Reading & Sketching	
Physics	
Strength of Materials	

Shop Training Schedule	Approx. Hours
Welding	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training--TOTAL	8000 Hours
Initiated by ESP, LRH and RP	
See GM Ltr. # 252	

EXPERIMENTAL AUTO (PRODUCT ENGINEERING LAYOUT & ASSEMBLY)

Shop Training Schedule	Approx. Hours
1. Office	440
2. Build Up and Tear Down Experimental & Production Cars	2068
Engine	
Hydraulic Transmission	
Standard Transmission	
Propeller Shaft	
Rear Axle	
Front End	
Steering Gear	
Brakes	
3. Car Assembly	700
4. Frame Layout & Frame Rebuilding	800
5. Car Wiring	650
6. Inspection	1020
7. Report Making	830
8. Optional	800
9. Safety Instruction	
Total	7328
Suggested Related Training	
Review of Arithmetic	
Shop Algebra	
Shop Geometry	
Shop Trigonometry	
Shop Drawing (Basic Principles & Advanced Drawing)	
Blueprint Reading	
Physics	
Use of Precision Instruments	
Electives (to be selected by Plant)	
Total	672
Shop & Related Training--TOTAL	8000 Hours
Initiated by ESP, LRH and RP	
See GM Ltr. # 250	



ADMINISTRATIVE FILE
Gopman, Seymour A. (Atty.)

September 20, 1960

C
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P
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Mr. Seymour A. Gopman
1 Lincoln Road, Suite #207
Miami Beach 39, Florida

Dear Mr. Gopman:

Florian Martosio asked me to supply you with subcontracting clauses in various industries. Enclosed are Selected Subcontracting Clauses from Union Agreements in a variety of industries including the auto, shipbuilding, and airline industries; several Model Subcontracting Clauses drafted by various unions and a photostatic copy of subcontracting clauses excerpted from the Bureau of National Affairs' publication Collective Bargaining Negotiations and Contracts.

I am sure that you realize that the new Landrum-Griffin Act and recent National Labor Relations Board decisions have left subcontracting in a very nebulous legal position. Many of our Teamster contracts contain subcontracting clauses but a number of uncertainties now surround their legality. Apart from the possible Brown-Elde violations contained in some of these clauses, it should also be noted that the new Labor Bill may render these clauses illegal in themselves. Therefore, the clauses: "Employers hiring extra equipment will hire men from truck men that have an agreement with a Local Union affiliated with the International Brotherhood of Teamsters," which in the past has been legally correct, may have to be changed, because of the effect of the new Law.

It is my understanding that a number of cases involving subcontracting clauses are currently before the National Labor Relations Board and the courts, and the decisions of these agencies should be watched carefully. Many of the clauses listed here, of course, were negotiated prior to the Landrum-Griffin Act.

I hope you find these materials helpful in indicating to employees of National Airlines that many unions have tried to prohibit, limit, or otherwise restrict an employer's right to contract out work.

Mr. S. A. Gopman

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September 20, 1960

Please don't hesitate to let me know if I can be of any further assistance.

Very truly yours,

Abraham Weiss
Economist

AW/lp
Encls. 3

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